Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg.
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

PRELIMINARY AGENDA FOR REVIEW

THE KNOX COUNTY COMMISSION SHALL REVIEW ITEMS FOR THE JUNE LEGISLATIVE AGENDA TO DETERMINE THE CONSENT AGENDA.

MADAM CHAIR WILL POST TO THE COMMISSION FORUM ALL ITEMS CONSIDERED TO BE NON-CONSENT. COUNTY COMMISSIONERS SHALL POST ANY ADDITIONAL ITEMS THEY WANT PULLED FROM THE CONSENT AGENDA ***NO LATER THAN WEDNESDAY, JUNE 18, 2025 AT 12:00 NOON.*** ANY ITEMS NOT POSTED ON THE FORUM WILL BE CONSIDERED ON THE CONSENT AGENDA FOR THE LEGISLATIVE AGENDA MEETING ON MONDAY, JUNE 23, 2025.

I. CALL TO ORDER/ROLL CALL (5:00 P.M.):

A. Devotional

B. Pledge of Allegiance to the Flag

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-25-6-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Terms and Conditions and Privacy Policy with Kiddom Inc. for the purchase of Kiddom 6-8th Grade Science Curriculum at a cost of $3,400,000.00.
   (Schools)

2. R-25-6-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Lewis Group Architects for the design of the new K-8th Grade School for the Mechanicsville, Lonsdale and Beaumont area in the amount of $3,256,000.00.
(Schools)

3. R-25-6-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Amergis Healthcare Staffing, Inc., ESS South Central, LLC, and Stellar Therapy Services for the provision of Supplemental Staffing Services for the term of July 1, 2025 through June 30, 2026.
(Schools)

4. R-25-6-204 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Online Subscription Agreement with The DBQ Project for a license to access DBQ's proprietary online educational Social Studies materials at a cost of $71,231.25 for the term of July 1, 2025 through June 30, 2026. **(DEFERRED FROM MAY AT REQUEST OF SPONSOR)**
(Schools)

5. R-25-6-205 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of funds from the Tennessee Department of Education for Fiscal Year 2026 Federal Title I-A, Title I-D, Title I-N, Title II-A, Title III, and Title IV in the amount of $18,857,717.40.
(Schools)

6. R-25-6-206 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of funds from the Tennessee Department of Education for Fiscal Year 2026 IDEA Part B in the amount of $15,394,458.00 and IDEA Preschool in the amount of $472,571.00.
(Schools)

7. R-25-6-207 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of funds from the Tennessee Department of Education for a Fiscal Year 2025 Summer Learning Camps Grant in the amount of $7,670,598.81.
(Schools)

8. R-25-6-208 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a Tennessee Department of Education Fiscal Year 2026 Carl D. Perkins Career and Technical Education Grant in the amount of $978,536.14.
(Schools)

9. R-25-6-209 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a Tennessee Department of Education Fiscal Year 2025 Additional Targeted Support and Improvement (ATSI) 24 Grant in the amount of $200,000.00. *(Schools)*

10. R-25-6-210 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Second Amended and Restated Memorandum of Understanding with Simon Youth Foundation, Inc. regarding the continued development and operation of the Dr. Paul L. Kelley Volunteer Academy and receipt of grant funds in the amount of $100,000.00. *(Schools)*

11. R-25-6-211 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with the Morgan **Defer to July** Wallen Foundation for receipt of grant funding in the amount of $1,200,000.00 for Gibbs High School. **(DEFER TO JULY AT REQUEST OF SPONSOR)** *(previously Deferred from May to June at Request of Sponsor)* *(Schools)*

12. R-25-6-212 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $181,211.61. *(Schools)*

E. General Government Consent Calendar

13. R-25-6-110 Consideration of a Resolution of the Commission of Knox County, Tennessee, confirming the Knox County Mayor's reappointments of Margaret Counts and Paul Jordan to the Visit Knoxville Board of Directors. (Terms expire June 30, 2028) *(County Mayor)*

14. R-25-6-111 Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing Jim Snowden (nominee of the Knox County Mayor of an official or employee of Knox County) and David McGinley (nominee of the City of Knoxville Mayor of an official or employee of the City of Knoxville) to serve on the Knox County Air Pollution Control Board. (Terms expire June 30, 2029) *(Health Department)*

15. R-25-6-112 Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing _____ (District 3 seat) to the Knox County Library Advisory Board. (Term expires July 1, 2028)
(Commissioner Oster)

16. R-25-6-113 Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing _____ (District 4 seat) to the Knox County Library Advisory Board. (Term expires July 1, 2028)
(Commissioner Jackson)

17. R-25-6-114 Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing _____ (District 7 seat) to the Knox County Library Advisory Board. (Term expires July 1, 2028)
(Commissioner Lee)

18. R-25-6-301 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a donation of one (1) Bell UH-1H Helicopter from the State of Tennessee LESO Program for the provision of parts.
(Sheriff)

19. R-25-6-401 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract with Barge Design Solutions, Inc. in the amount of $98,700.00 for the design of geometric realignment of Bakertown Road and Joe Hinton Road to improve motorist safety.
(Engineering and Public Works)

20. R-25-6-402 Consideration of a Resolution of the Commission of Knox County, Tennessee, adopting the updated Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan.
(Engineering and Public Works)

21. R-25-6-403 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Contract with Volunteer Highway Supply Company, Inc., for the provision of pavement marking materials and road striping services, which amendment incorporates required clauses under section D.5 of the contract with TDOT for State Aid funding.
(Engineering and Public Works)

22. R-25-6-404 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with OKR General Partnership for road improvements to Hardin Valley Road.
(Engineering and Public Works)

23. R-25-6-405 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Ball Homes, LLC and Mesana Investments, LLC for the construction of a left turn lane on E. Emory Road at Brackett Road.
(Engineering and Public Works)

24. R-25-6-406 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an amended Memorandum of Understanding with LKM Properties, Inc. and Calton Development, LLC for road improvements to Bakertown Road.
(Engineering and Public Works)

25. R-25-6-407 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $165,500.00 with Cannon & Cannon, Inc. for the S. Northshore/Concord Roundabout Bypass Project.
(Engineering and Public Works)

26. R-25-6-408 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with APAC-Atlantic, Inc. for the provision of hot mix hauling and placement services for Fiscal Year 2026.
(Engineering and Public Works)

27. R-25-6-409 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with APAC-Atlantic, Inc. for the provision of hot mix hauling and placement services for narrow (under 15' wide) County roads for Fiscal Year 2026.
(Engineering and Public Works)

28. R-25-6-410 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Relocation Agreement with Knoxville Utilities Board (KUB) for gas line relocations for the Gibbs Pedestrian Bridge project.
(Engineering and Public Works)

29. R-25-6-411 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Relocation Agreement with the Northeast Knox Utility District (NEKUD) for water line relocations for the Gibbs Pedestrian Bridge project.
(Engineering and Public Works)

30. R-25-6-412 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Change Order No. 1 with CSX Transportation, Inc. in the amount of $104,538.00 for additional flagging services needed for bridge construction as part of the Coward Mill widening project.
(Engineering and Public Works)

31. R-25-6-413 Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the donation from the Knox County Board of Education d/b/a Knox County Schools of certain land for its reservation for the sole purposes of the construction, use, and maintenance of the Gibbs Pedestrian Bridge and related improvements and, further, reserving said donated land and additional land owned by Knox County for said purposes.
(Engineering and Public Works)

32. R-25-6-501 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving ten (10) Agreements in Opioid Settlement Program funds for various remediation strategies addressing opioid substance misuse with The Restoration House of East TN in the amount of $30,000; Metro Drug Coalition in the amount of $150,000; Knoxville Leadership Foundation (Amachi) in the amount of $30,000; YWCA Knoxville and the Tennessee Valley in the amount of $50,000; Volunteer Ministry Center in the amount of $30,000; Wesley House Community Center in the amount of $100,000; Helen Ross McNabb Center (EmPATH) in the amount of $500,000; Helen Ross McNabb Center (Centerpointe) in the amount of $2,000,000; Knoxville Leadership Foundation (KnoxWorx) in the amount of $500,000; and Summit Medical Group in the amount of $425,000.00. (Funded with Opioid Abatement and Subdivision Settlement Funds).
(Community Development)

33. R-25-6-502 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving three (3) Memorandums of Understanding to promote fire and rescue emergency resources with Karns Fire Department in the amount of $285,177.40; Seymour Volunteer Fire Department in the amount of $113,585.80, and Knox County Rescue in the amount of $206,236.80.
(Community Development)

34. R-25-6-503 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving ten (10) contracts with A-1 Certified Service, Inc.; Ballinger Construction Company; First Place Finish, Inc.; KWS, Inc.; Miller's Electric, LLC; Stanley Homes, LLC; Southeast Restoration Group of Georgia, Inc.; DPN Builders; Krug & Sons, Inc.; and Conrad Contracting for contractor services in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Energy).
(Community Development)

35. R-25-6-504 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a program-based Master Agreement for Consumer Reporting and Ancillary Services with Trans Union, LLC for low-moderate income homeowner rehabilitation loan application approvals in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program)
(Community Development)

36. R-25-6-505 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a program-based Subscription Agreement with Home for Life Design for the case management of services rendered to aging in place applicants in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development's (HUD) Older Adult Home Modification Program)
(Community Development)

37. R-25-6-506 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the following twenty-eight (28) Defined Service Agreements funded in the FY 2026 Budget General Fund and Hotel/Motel Tax Fund: Boys & Girls Clubs of the Tennessee Valley in the amount of $20,000; CASA of East Tennessee in the amount of $20,000; Catholic Charities of East Tennessee in the amount of $45,000; Centro Hispano de East Tennessee in the amount of $35,000; Community Coalition Against Human Trafficking in the amount of $12,500; Community Mediation Center in the amount of $20,000; East TN Freedom Schools in the amount of $10,000; Emerald Youth Foundation in the amount of $15,000; Friends of Literacy in the amount of $25,000; Helen Ross McNabb Center in the amount of $50,000; Helping Mamas, Inc. in the amount of $10,000; Hillcrest Healthcare Communities, Inc. in the amount of $12,500; Interfaith Health Center in the amount of $50,000; Keep Knoxville Beautiful in the amount of $25,000; Kim Health Center in the amount of $30,000; Knoxville Family Justice Center in the amount of $20,000; Mental Health Association of East Tennessee in the amount of $35,000; Olive Tree Early Learning Academy in the amount of $12,250; REBOOT Recovery in the amount of $10,000; Arts and Culture Alliance of Greater Knoxville in the amount of $425,000; Asian Culture Center of TN in the amount of $50,000; Beck Cultural Exchange Center in the amount of $75,000; Legacy Parks Foundation in the amount of $125,000; The Muse Knoxville in the amount of $50,000; Zoo Knoxville in the amount of $1,175,000; East TN Economic Development Agency in the amount of $100,000; Farragut West Knox Chamber of Commerce in the amount of $50,000; and Greater Knoxville Chamber of Commerce in the amount of $1,270,500.
(Community Development)

38. R-25-6-507 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving three (3) Agreements in 2025 Community Development Block Grant (CDBG) program funds with the following service providers for various activities and programs: Knoxville-Knox County Community Action Committee (Homeward Bound Program) in the amount of $132,000, Neighborhood Housing Inc. (Operation Backyard) in the amount of $50,000, and The University of Tennessee (HMIS) in the amount of $20,000. (Federally funded through HUD CDBG program funds) (No Local Match Required)
(Community Development)

39. R-25-6-508 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a program-based Professional Services Agreement with Martha Pack d.b.a. Adapt & Stay, LLC for aging in place and occupational services to elderly individuals receiving services in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development's (HUD) Older Adult Home Modification Program).
(Community Development)

40. R-25-6-601 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $80,000.00 with the Tennessee Department of Health for the provision of Electronic Lab Order and Lab Result Interface for the period beginning July 1, 2025 and ending on June 30, 2026. (No local match required)
(Health Department)

41. R-25-6-602 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $806,200.00 with the Tennessee Department of Health for the provision of Tuberculosis Control and Prevention services for the period beginning July 1, 2025 and ending on June 30, 2026. (No local match required)
(Health Department)

42. R-25-6-603 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $196,900.00 with the Tennessee Department of Health for the provision of Grant in Aid Funds for the period beginning on July 1, 2025 and ending on June 30, 2026. (No local match required)
(Health Department)

43. R-25-6-702 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Tip Top Tree Care, LLC for the provision of tree removal services needed on Beaver Creek.
(Parks and Recreation)

44. R-25-6-801 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Two to a Grant Contract with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, for the purpose of funding a Victims of Crime Act (VOCA) Victim Coordinator position for the Knox County District Attorney's Office, which amendment increases the maximum liability of the State under the contract by $65,000.00 and extends the term to June 30, 2026. (Requires a match of $13,000.00 to be provided by the State of Tennessee)
(Finance)

45. R-25-6-902 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Private Chapter No. 6, which is Senate Bill No. 1434 of the 114th General Assembly, to repeal Chapter 148 of the Private Acts of 1983, as amended by Chapter 229 of the Private Acts of 1984 and Chapter 9 of the Private Acts of 2011, and any other acts amendatory thereto, relative to the Tennessee Technology Corridor Development Authority (TTCDA). **(REQUIRES 2/3 VOTE)**
2/3 Vote
(Commissioners Jay and Frazier)

46. R-25-6-903 Consideration of a Resolution of the Commission of Knox County, Tennessee, 1) authorizing the Knox County Mayor to hire a qualified Transition Advisor/Interim Superintendent to be placed at the Richard L. Bean Juvenile Service Center to serve through December 31, 2025; 2) requesting CTAS to complete a Comprehensive Assessment of the Richard L. Bean Juvenile Service Center; and 3) requesting the Tennessee Department of Children's Services Office of Child Welfare Services to continue weekly monitoring visits to the Richard L. Bean Juvenile Service Center.
(Commissioner Durrett)

47. R-25-6-904 Consideration of a Resolution of the Commission of Knox County, Tennessee, to authorize a Twelve Dollar and Fifty Cent ($12.50) charge by the clerk of every court in Knox County having jurisdiction of state misdemeanors and felonies for the purposes authorized and set out in T.C.A. § 40-3-106. **(REQUIRES 2/3 VOTE)**
2/3 Vote
(District Attorney General)

48. R-25-6-905 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract in the amount of $585,000.00 ($195,000.00 per year for FY26, FY27 and FY28) with the State of Tennessee, Department of Mental Health and Substance Abuse Services for the Knox County Juvenile Court to continue to provide an evidence-based Safe Baby Court in Knox County for the period beginning July 1, 2025 and ending June 30, 2028. (No local match required)
(Juvenile Court)

49. R-25-6-906 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Analyze Pathology, Inc. for the provision of pathology laboratory services.
(Forensic)

F. Honorary Resolutions

50. R-25-6-101 Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing July as Parks and Recreation month in Knox County.
(County Mayor)

G. Presentations

51. Presentation from Orion. *(To be presented at the Optional Agenda Review Meeting on Monday, June 16, 2025, at 3:00 p.m.)*
(County Mayor)

52. Presentation: Animal Control (City/County) Services - Executive Director Janet Testerman. **(DEFERRED FROM MAY AT REQUEST OF SPONSOR)**
(Commissioner Jay)

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

53. Consideration of the Acceptance of New County Roads:
A) Avian Forest Lane located in Avian Forest Units 1 & 2, District 7.
B) Janet Mae Drive located in Avian Forest Unit 1, District 7.
C) Joy Denise Lane located in Avian Forest Units 1 & 2, District 7.
(Engineering and Public Works)

54. Consideration of the closure of an unnamed Right-of-Way that was the original alignment of Hoyle Beals Drive, situated between Middlebrook Pike and the relocated Hoyle Beals Drive, Commission District 6.
(Engineering and Public Works)

K. Line Item Transfers

55. Line Item Transfers - Total amount of $907,523.49.
(Finance)

L. Budget Amendments

M. Notary Public Applications

N. Spread of Record

56. Spread of Record the Knox County Mayor's Order reappointing Darla Berdal to the First Utility District Board of Commissioners.
(County Mayor)

57. Spread of Record Travel for the 2025 Tennessee County Services Association (TCSA) Spring Legislative Conference.
(Commissioners Rawls, Durrett, Oster, Jackson, Russell, Lee, Thompson, and Jay)

O. General Government Resolutions (non-consent)

58. R-25-6-302
Withdraw
Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the AIA agreement with BarberMcMurry Architects LLC for the provision of design and engineering services for the KCSO Academy building in the amount of $409,500.00. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from March to April, and April to June at Request of Sponsor)*
(Sheriff)

59. R-25-6-701
Withdraw
Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way and construction easement acquisitions for five (5) tracts of land, a license agreement with the State of Tennessee for excess land usage, and use of portions of two existing Knox County parcels for the construction of the Halls Greenway Connector and associated sidewalks as shown in the attached Right-of-Way plans for this project. **(WITHDRAW AT REQUEST OF SPONSOR)**
(Parks and Recreation)

60. R-25-6-901
Withdraw
Consideration of a Resolution of the Commission of Knox County, Tennessee, urging the Tennessee General Assembly and Governor to enact legislation allowing eligible voters in utility districts to elect utility board members. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from May to June at Request of Sponsor)*
(Commissioner Lee)

P. Ordinances on First Reading

61. O-25-6-101
1st Reading
Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 38, to add a new Article IX, entitled "Fluoride Prohibition." (Knox County Code, Chapter 38, Article IX, establishing Sec. 28-301) **(FIRST READING)**
(Commissioner Fox)

62. O-25-6-102 **Emergency Ordinance** Consideration of an Emergency Ordinance of the Commission of Knox County, Tennessee, to repeal Chapter 18, Article IV, Division 2 (Sections 18-141 through 18-143) of the Knox County Code relative to the Juvenile Detention Center and adopting new Sections 18-141 and 18-142 to place the operation and control of the Juvenile Detention Center under the Sheriff of Knox County and to create a Board of Directors. (Ord. No. O-91-8-107, adopted 8-29-91). **(EMERGENCY ORDINANCE)**
(County Mayor)

Q. Ordinances on Second Reading

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-17374 **R-25-6-201**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Terms and Conditions and Privacy Policy with Kiddom Inc. for the purchase of Kiddom 6-8th Grade Science Curriculum at a cost of $3,400,000.00. *(Schools)*

Attachments

Resolution

Terms & Conditions/Policy

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING TERMS AND CONDITIONS AND PRIVACY POLICY WITH KIDDOM INC. FOR THE PURCHASE OF KIDDOM 6-8TH GRADE SCIENCE CURRICULUM AT A COST OF $3,400,000.00.

RESOLUTION: R-25-6-201

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to enter into Terms and Conditions and a Privacy Policy with Kiddom Inc. for the purchase of Kiddom 6-8th Grade Science Curriculum at a cost of $3,400,000.00; and

WHEREAS, by means of Resolution R-25-3-206, the Knox County Commission previously approved a General Purpose School Fund Balance Designation for Science textbooks, which funds will be used for this purchase of 6-8th Grade Science Curriculum from Kiddom Inc.; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the Terms and Conditions and Privacy Policy with Kiddom Inc. for the purchase of Kiddom 6-8th Grade Science Curriculum.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Terms and Conditions and Privacy Policy with Kiddom Inc. for the purchase of Kiddom 6-8th Grade Science Curriculum at a cost of $3,400,000.00 are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Terms and Conditions and Privacy Policy with Kiddom Inc. for the purchase of Kiddom 6-8th Grade Science Curriculum shall be executed subject to such amendment or action not affecting the substantive provisions of the documents as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Terms of Service

These Terms of Service ("Agreement") are entered into by and between Kiddom Inc., with a place of business at P.O. Box 882071, San Francisco CA 94188 ("Company"), and the Customer ("Customer") listed in an order form or other transactional agreement ("Order Form") governing Customer's purchase of Company's professional development, products, printed educational materials, hosted software, and any other services that the Company may provide (collectively "Services").

A. Educational Hosted Services Terms and Conditions.

1. Services and Support.

1.1 Services.

Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer with Services, set forth in the Order Form. The Company agrees to provide and the Customer agrees to use such Services for the term ***("SubscriptionTerm"),*** set forth in the Order Form. In order to start using the Company's hosted services, the Customer must create an account with the Company by providing the Company with user name and password for the Customer's administrative user. The Company reserves the right to refuse any user name and a password that does not meet the Company's security requirements. For any Services that include order, delivery,
and shipment of printed educational materials, please refer to Delivery Services Agreement below.

1.2 Authorized Users.

Customer agrees that only teachers and staff members who are current employees of the Customer's institution ***("Authorized Users')*** may use the Services on the institution's behalf. Authorized Users will also include students of the Customer's institution and their parents or guardians, where applicable. Upon termination of a teacher or other staff member's employment with the institution or cessation of membership of a student to the Customer's institution and their parent or guardian (if applicable), such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time Customer learns a user of the Services claims to be

affiliated with Customer's institution who is not, in fact, affiliated with Customer's institution, Customer will notify Company immediately and Customer shall use its best endeavors to ensure such users immediately cease to use the Services.

1.3 Access and Use.

Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement and payment of the Fees, Company hereby grants Customer a non-exclusive, non- transferable right to access and use the Services during the Subscription Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

1.4 Support.

Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. Restrictions and Responsibilities.

2.1 Software Use.

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ***("Software");*** modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Responsibilities.

Customer represents and warrants that Customer is acting on behalf of (or has permission from) Customer's institution to enter into this Agreement and to use the Services for the Customer's institution. Customer further understands and acknowledges that the Children's Online Privacy Protection Act ***("COPPA")*** prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without clear,

verifiable parental consent. Customer represents and warrants that it has the authority to provide consent on behalf of parents, for Company to collect student information for the purpose of providing the Services to Customer as described in this Agreement before allowing children under 13 to access the Services. Customer also hereby represents that it has read and agrees with Kiddom's privacy practices provided under its platform Privacy Notice (accessible here). Company recommends that Customer provides appropriate disclosures to students and parents regarding Customer's use of service providers such as Company, and that it provides a copy of Company's platform Privacy Notice to parents and guardians. Customer accordingly agrees that children under the age of 13 may not use the Services in any way unless Customer has obtained verifiable parental consent from the child's parent or legal guardian. In the event the Customer is in breach of this Section A.2.2, the Company may in its sole discretion immediately suspend Services or terminate this Agreement or any Order Form.

2.3 Security and Unauthorized Use.

Company represents that it has implemented and maintains reasonable security procedures and practices appropriate to the nature of information it collects to protect such information from unauthorized access, destruction, use, modification, or disclosure. Company will notify Customer if it determines that it can no longer meet its obligations under applicable law. Upon the Company's notice to the Customer that it can no longer meet its obligations under applicable law, Customer may take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Data and Education Records as further defined herein. The Company will not process Customer Data nor Education records outside of the direct business relationship with the Customer, nor will Company combine such data with data it receives from other customers.

2.4 Audit Rights.

Company will make all information reasonably necessary to demonstrate compliance with this Agreement available to Customer and allow for and contribute to audits, including inspections conducted by Customer or Customer's auditor, in order to assess compliance with this Agreement provided that Customer will not exercise this right more than once per calendar year unless Customer has reasonable grounds to suspect non-compliance with the Agreement.

2.5 Verifiable Customer Employee, Parent, or Student Rights Requests.

Customer employees, parents, and students are afforded certain rights under applicable regulations such as the California Consumer Protection Act ***("CCPA")*** as amended by the California Privacy Rights Act ***("CPRA"),*** COPPA, and FERPA (the latter two defined elsewhere herein). To the extent Customer is unable to independently address, through access to the Services, a verified Customer employee, parent, or student rights request made pursuant to one of the referenced regulations, then upon Customer's written request, Company will provide reasonable assistance to Customer to respond to any verified Customer employee, parent, or student rights request relating to the processing of personal data or Education Records under this Agreement. The Customer will reimburse the Company for the commercially reasonable costs arising from this assistance. If such verified Customer employee, parent, or student rights request or other communication regarding the processing of personal data and Education Records under the Agreement is made directly to Company, Company will promptly inform Customer and will advise the Customer employee, parent, or student to submit their request directly to Customer. The Customer will be solely responsible for responding substantively to any such customer employee, parent, or student requests or communications involving the processing of relevant personal data or Education Records.

2.6 Subcontractors.

Customer agrees that Company may engage subcontractors to process personal data on Customer's behalf. Some subcontractors will apply to Customer by default, and some sub-contractors will apply only if Customer opts-in. Customer may receive a list of subcontractors by reaching out to support@kiddom.co. Where Company engages sub-contractors, Company will impose data protection terms on the sub-contractors that provide at least the same level of protection for personal data as those in this Agreement, to the extent applicable to the nature of the services provided by such
sub-contractors. Company will remain responsible for each subcontractor's compliance with the obligations of this Agreement and for any acts or omissions of such subcontractor that causes us to breach any of our obligations under this Agreement.

2.7 Services Use.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (***"Policy'***) and will not contribute any content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation COPPA and the Family Educational Rights and Privacy Act ***("FERPA");*** (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of Customer's account in any way, such as allowing users who are not Authorized Users to access to Customer's account or password. Company reserves the right to remove any content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if Company is concerned that Customer may have breached the immediately preceding sentence) Company shall provide a reason for the removal to the Customer. Customer, not Company, remains solely responsible for all content that Customer uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Services, and Customer warrants that Customer possesses all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.
Customer retains direct control over the use and maintenance of all Education Records, as defined herein, disclosed to, created by, or otherwise in Company's possession.

2.8 Export.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(0)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction,

release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.9 Access.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, ***"Equipmenf').*** Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. Proprietary Data & Rights.

3.1 Education Records.

Certain information and records that Customer may provide to and/or Company may create that are: 1) directly related to a student; and 2) maintained by Customer or by Company on behalf of Customer ***("Education Record')*** are protected information and records under FERPA. FERPA prohibits schools from sharing Education Records without the consent of the student and/or the student's parent unless the recipient of such Education Records meets an applicable exception under FERPA. Company provides the Services to Customer under the school official exception of FERPA, 34 CFR Part 99.3l(a)(l), but regardless of whether such exception applies, Company endeavors to ensure that Customer has obtained any parental consent required prior to disclosing Education Records with Company. Thus, Customer hereby represents that the Customer's school or school district has obtained all necessary consents from parents or guardians or other appropriate individuals to share such Education Records with Company, in each case, solely to enable Company's operation and provision of the Services. Company is expressly prohibited from redisclosing Education Records or a student's personally identifiable information (" ***Pir')*** derived from Education Records to another party absent appropriate and requisite parental consent to do so. Company represents that student PII and Education Records disclosed to and created by

it will only be used for purposes related to Company's provision of the Services as described under Company's platform Privacy Notice (accessible here).

3.2 Customer Data.

Customer shall own all right, title and interest in and to the Customer Data (as defined in Section A.1.1). Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support and Implementation Services, and (c) all intellectual property rights related to any of the foregoing. Nothing in this Agreement shall be construed as vesting in favor of the Customer or any other person, any right of ownership or other right in intellectual property held by the Company.

3.3 Company's Rights to Use Data.

Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Should Company redisclose de-identified information derived from Education Records, the recipient of such de-identified information will be obligated by written agreement to not re-identify, or attempt to re-identify such information.

When student data is ingested from the schools, all users are assigned a User ID (luid) which becomes the main ID source.

Then all columns with headers matching PII are identified. (first, last, street address, number, email address, etc.) these columns, as well as the luid are moved into their own table.

All non PII fields are moved into our data warehouse, snowflake, along the luid.

This allows us to track answers, usage, and metrics, in aggregate, but only those with a direct, customer-facing, business requirement can access the PII stored elsewhere. All other data is associated with the LUID which is the key to match it back to it's "owner"

No rights or licenses are granted except as expressly set forth herein. Customer discloses Customer Data and Education Records to Company solely for: (i) valid

business purposes; and (ii) to enable Company to perform the Services under the Agreement. Company shall not: (i) sell or share Customer Data or Education Records; (ii) retain, use, or disclose Customer Data or Education Records for a commercial purpose other than providing the Services specified in the Agreement or as otherwise permitted by applicable law; nor (iii) retain, use, or disclose Customer Data and Education Records except where permitted under the Agreement between Customer and Company. Company certifies that it understands these restrictions and will comply with them.

Company will not knowingly retain student PII beyond the time period required to support the Customer-authorized educational purposes. Company will regularly conduct audits and return to Customer or securely delete all Customer Data and related Education Records that pertain to students that no longer attend school with the Customer, or upon the Customer's instruction when such Customer Data and related Education Records no longer support the
Customer-authorized educational purposes.

4. Payment of Fees.

4.1 Fees.

Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). In addition to any other termination rights under this Agreement, upon 60 days' written notice to Customer, Company may terminate the Service if Customer fails to pay Fees by date due for payment.

If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement or in the Order Form), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Subscription Term or the end of the current renewal period, upon thirty (30) days prior notice to Customer (which may be sent by email). Pricing of textbooks adopted by the state must remain firm for a six-year period from the date of State Board of Education approval.

If Customer believes that Company has billed Customer incorrectly, Customer must contact Company. Customer agrees to notify Company of any billing errors in a timely manner. Company will work in good faith to resolve any disputed charges, provided notice is received within a reasonable time after the billing statement is issued. Inquiries should be directed to Company's customer support department.

4.2 Invoicing.

Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

4.3 Taxes.

Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. Warranty and Disclaimer.

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the services which are required prior to the commencement of the actual Services (" ***Implementation Services')*** in a professional and workmanlike manner. Services may be temporarily unavailable for and Company shall not be liable for failure to perform any of its obligations, including the provision of Services for any scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of any other causes or circumstances beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. Indemnity.

Company shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims.

7. Limitation of Liability.

In no event shall the County be liable for indirect, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Company or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

This limitation does not extend to damages resulting from County's gross negligence, recklessness, or willful and wanton behavior.

B. Delivery Services Terms and Conditions.

1. Products.

1.1 Products.

Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer with the printed educational materials, books, physical kits, and other products ("Products"), set forth in the Order Form, in accordance with there Delivery Services Terms and Conditions.

1.2 Use of Products.

Subject to and conditioned on Customer's payment of the Fees, Company hereby agrees to deliver to the Customer the Products outlined in the Order Form, within the term set forth in the Order Form. Customer may use such Products solely in accordance with the terms set forth herein and to provide the students, teachers, or other staff of the educational institutions with the Products.

2. Delivery Terms.

2.1 Product Order and Suitability of Products.

By executing an applicable Order Form, whereby the Customer and Company agreed to sale, purchase, and delivery of Products, the Customer affirms that it has fulfilled all internal prerequisites necessary to authorize such purchase. The Customer acknowledges sole responsibility for ensuring the compatibility and suitability of the Products for the Customer's purchase.

2.2 Order Alterations.

The Customer may request changes to the quantity of Products to be delivered, the time and place of delivery of the Products, however, such request is subject to the Company's approval and additional costs. The Company reserves the right to make changes to the delivery schedules, method of shipment, courier and packaging, at its own convenience, by written electronic notice at any time.

2.3 Invoicing and Settlement.

The Customer shall pay the fees for the Products and their delivery as set forth in the Order Form. The Customer must pay all invoices within thirty days of the invoice date. The Customer acknowledges and agrees that no subsequent deliveries will be made until Customer's account with the Company is current. All claims relating to any delivery, applicable invoice, or Products must be made in writing within 30 days of the date of the invoice, including any request for proof of delivery.

2.4 Payment in Bankruptcy and Off Set.

Should the Customer order delivery of any Products while filing for bankruptcy or acknowledgment of financial inability to meet debts promptly, the Company reserves the right to halt the shipment of any pending Products and demands the immediate return of all received Products or pre-payment of any fees set forth in the applicable Order Form. Further, the Customer may not charge back to the Company or make any set-offs or deductions, including, but not limited to, set-offs or deductions for failing to deliver on time, in full, or without any discrepancies.

2.5 Taxes.

Customer acknowledges and agrees that Customer shall be responsible for all taxes associated with products listed in the Order Form, if not otherwise exempt. If applicable, Customer may provide the Company with a duly completed and executed tax certificate indicating that such purchase is subject to exemption.

2.6 Shipping, Handling, & Risk of Loss.

Unless otherwise agreed in the Order Form all deliveries are F.O.B. at Company's shipping point or Company elected third-party facility. Risk of loss and title is passed to Customer upon transfer of the Products to the carrier. The shipping costs quoted in the Order Form are estimates and may vary from the actual costs. Unless otherwise agreed in the Order Form, the Company will ship the Products using its established methods of packing and transportation. The Customer may request other packing or preparation at additional costs.

2.7 Rejection of Delivered Products.

Customer must within thirty (30) business days of receipt of any incorrect, damaged, defective, or wrong number of Products, contact the Company and agree on remediation. In the event that the number of Products is lower than ordered, the Customer agrees to accept the delivered Products and the Company shall immediately ship, at Company's expense the remaining Products. In the event that the number of Product exceeds the number of ordered Products, the Customer shall ship back, at Company's expense, any Products that were delivered in excess. Prior to sending any Products to the Company, the Company must authorize the Customer in writing. In the event that the Customer has not received the Company's authorization, the Customer acknowledges and agrees that the Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products without Company's authorization. In the event that the Products or cartons in which the Products were delivered are showing damage upon inspection, the Customer must require the courier to make a note about the damage on the freight bill before accepting delivery. The Products damaged in transit must be reported to the Company within thirty (30) business days from the receipt. All original shipping cartons, packing slips, packing materials and damaged Products must be saved until they have been inspected or Customer's claim has been resolved.

2.8 Refunds and Returns.

The Customer acknowledges and agrees that the Products are non refundable and may not be returned, however, unless set forth in Section B.2.7 above, if the customer returns any Products to the Company, Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products.

2.9 Recall, Discontinuation, or Errors.

In the event a Product is discontinued by the Company or due reasons outside of the Company's control, or it is being recalled, the Company shall be responsible only for, at the Company's election to: (a) supply Customer with a revised or corrected versions of the Product; (b) substitute the Product with a new product in the same subject area and the same type, quality, condition and price; or (b) provide a pro-rated credit to Customer that may be applied toward a purchase of other Products. In the event of any errors relating to the pricing or specifications of any Products, Kiddom shall have the right to refuse or cancel any orders in its sole discretion.

2.10 Consumable Workbooks.

Subsequent year consumable workbooks will ship each year on the order date of the original order for the duration of the term (as defined in Section C.2.1). Workbooks will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Any changes to orders requested by Customer may be approved or rejected in Kiddom's sole and absolute discretion.

2.11 For Internal Use Only.

The Customer agrees that the Product purchase is for the Customer's education of its students and not for resale, export, re-export.

3. Compliance with Laws.

Customer shall comply with all applicable laws and regulations applicable to the purchase of Products. Furthermore, Customer warrants that it shall comply with all applicable data privacy laws, including federal and state laws including but not limited to the Family Educational Rights and Privacy Act, including the Protection of Pupil Rights Amendment ***("FERPA")*** and the Children's Online Privacy Protection Act ***("COPPA").***

4. Company's Intellectual Property.

The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of the Company or its licensors and is protected by copyright, trademark, and other intellectual property laws. The Company, or its licensors, are the sole and exclusive owners and shall retain all right, title and interest in and to the Products, including without limitation all materials, software, documentation, training and implementation materials, methodology, all parts of presentations and other materials provided in connection therewith, related software code, specifications, documentation, technical information, copyrighted and other proprietary content, trademarks and brands, information and other materials of the Company, its licensors and other third parties; as well as corrections, modifications, additions, improvements and enhancements to the foregoing (collectively, "Company IP"); subject to the personal, nonexclusive license to use the Company IP granted to Customer for its own non-commercial educational use.

5. Disclaimer of Warranties.

ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND THE COMPANY EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WHILE THE COMPANY DOES ITS BEST TO DESCRIBE EVERY PRODUCT OFFERED AS ACCURATELY AS POSSIBLE, THE COMPANY DOES NOT WARRANT THAT PRODUCTS, SPECIFICATIONS, PRICING, AND/OR OTHER CONTENT THE COMPANY PROVIDES ARE COMPLETE, ACCURATE, RELIABLE, CURRENT, OR ERROR-FREE.

C. General Terms Applicable to Products, Hosted Software, and Any Services.

1. Confidential Information & Proprietary Rights.

1.1 Confidential Information.

Each party (***"Receiving Party')*** understands that the other party (***"Disclosing Party')*** has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as ***"Proprietary Information"*** of the Disclosing Party). Proprietary Information of Company includes non- public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data (excluding data subject to COPPA or FERPA) provided by Customer to Company to enable the provision of the Services ***("Customer Data").*** The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, rule, regulatory body or authority, court or tribunal or (f) is disclosed with the consent of the Receiving Party.

1.2 Other Company Policies.

Company's Privacy Policy available at https://www.kiddom.co/privacy is expressly incorporated herein by reference. However, to the extent there are any

conflicting terms between this Agreement and such policies, the terms of this Agreement shall prevail.

1.3 Copyright.

Digital Millennium Copyright Act ***("DMCA")*** Compliance: Company respects the rights of copyright owners and expects its users to do the same. Therefore, as required by this Agreement, infringing content may not be submitted to the Service or used in, whole or in part, in any user content. If Customer uploads user content that contains any copyrighted work, including literary works, visual works, musical works, sound recordings, audiovisual works, or other work or any combination of the foregoing, then Customer must be the owner of such works or have all required rights, licenses, consents, and permissions to use such works on the Service and grant the rights granted herein. In addition to being grounds for removal of Customer's user content, termination of Customer's account, and any other remedy Company may have against Customer, Customer's failure to own or obtain such rights may subject Customer to civil and/or criminal liability, the damages for which can be significant.

2. Term and Termination.

2.1 Term.

The start date of this Agreement shall commence on the specified start date as set out in the Order Form, provided that if no specified state date is detailed in the Order Form, the start date shall be the effective date of the Order Form ***("Effective Date")*** and shall continue for as long as there is an Order Form in effect ***("Term").*** Either party may request to terminate this Agreement with at least thirty (30) days written notice prior to the anniversary of this Agreement. Notwithstanding any provision to the contrary, this Agreement shall also apply to any period in which professional development services are used by the Customer.

2.2 Termination.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided or the entire fee set

forth in the Order Form. Upon any termination or expiration of the Term, Company will make all Customer Data and related Education Records available to Customer for electronic retrieval for a period of thirty (30) days, and thereafter Company will securely delete Customer Data and related Education Records. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

2.3 Governing Law.

This Agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

3. Miscellaneous.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Company assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers, amendments and modifications to this Agreement or an Order Form must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile ore- mail; the day after it is

sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
This Agreement shall be incorporated into every executed Order Form. To the extent of any inconsistency between the Order Form and this Agreement, the terms of the Agreement shall prevail. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any person by virtue of the authorship of any provision of this Agreement.

As a matter of policy, Knox County does not endorse the services of a Contractor. Pursuant to Knox County Board of Education Policy C-180, a Company will not make any posts or news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County and the Knox County Board of Education.

CRIMINAL BACKGROUND CHECK: Company agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Company will provide fingerprinting and a criminal history records check, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for any employee or subcontractor personnel that will enter the grounds of any schools in performance of the Services in this Contract before permitting the employee or subcontractor personnel to enter school grounds when students are present. Criminal background checks are at the expense of the Company. If the employee or subcontractor personnel has previously had criminal history records check in accordance with Tennessee Code Annotated Section 49-5-413, Company shall provide a copy of the criminal background check to the County, and this will serve as compliance with said requirement.

INSURANCE: The Company will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful company's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the Service Contract is in effect. (See Insurance Checklist for reference)

NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, the Company and each person signing on behalf of the Company certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Company must submit the Iran Divestment Act/No Boycott of Israel Affidavit.

IRAN DIVESTMENT ACT: The Company and each person signing on behalf of any the Company certifies, under penalty of perjury, that to the best of its knowledge and belief that the Company is not on the list created pursuant to Tennessee Code

Annotated § 12-12-106. Company must submit the Iran Divestment Act/No Boycott of Israel Affidavit.

Kiddom Privacy Policy

Key Concepts

This section provides clarification for some terms used in this Kiddom Platform Data Retention Policy and Procedure ("**Policy**"). Understanding these terms will help you navigate the Policy more effectively:

- "**Data Subject**" is an individual whose Personal Data is being or has been Processed. On the Kiddom Platform, this includes students and teachers who use the platform.
- **"Kiddom Platform Personal Data"** includes any Personal Data Processed within the Kiddom Platform Product associated with a client account, regardless of the type of Product Record (defined below). This excludes the Personal Data of the Main Client Contact (first name, last name, company, email, and phone number).

Note that Personal Data Processed outside the Kiddom Platform (e.g., data of Kiddom employees) is **not** considered Kiddom Platform Personal Data and is not subject to this Policy.

- **"Main Client Contact"** is the Data Subject designated as the primary contact for each client account. Kiddom retains this individual's Personal Data after the agreement with the client ends to maintain contact regarding the account and ensure compliance with regulatory, tax, and intellectual property-related obligations.
- "**Personal Data**" refers to *any* information that can be used to identify an individual directly or indirectly, such as a student or teacher on the Kiddom Platform. Examples include but are not limited to names, email addresses (including school email addresses), usernames, user IDs, school affiliations, assignments, tests, quizzes, scores and grades, videos, chat communications, comments, spoken languages, user activity logs, location data, and IP addresses.

- "**Processed**" or "**Processing**" encompasses any action performed on or with Personal Data, including but not limited to collecting, viewing, storing, or deleting the Personal Data.
- "**Product Record**" broadly refers to any material or information, in any form or media, created by or for Kiddom in connection with its Processor Products. Examples include:
    - Digital files and images;
    - Hard copy documents (printed and handwritten);
    - Blueprints;
    - Photos and videos;
    - Electronic and digital recordings;
    - Specifications, formulations, and methodologies;
    - Intellectual and industrial property, including know-how, trade secrets, inventions, developments, processes, designs, and drawings;
    - Advertising media and promotional material and research;
    - Email messages;
    - Web pages;
    - Computer programs;
    - Electronically stored documents and data;
    - Agreements;
    - Invoices and other finance-related information, and commercial plans;
    - Mergers, acquisitions, dispositions and other commercial transactions;
    - Litigation (including threatened and pending litigation);
    - Internal and external correspondence and memoranda;
    - Presentations; and
    - Analyses and reports created by or on behalf of Kiddom.
- "**SaaS Service Agreement**" – A contract between Kiddom and its clients specifying the terms and conditions for using the Kiddom Platform.

Introduction

Kiddom Inc. (referred to as "**Kiddom**," "**we**," "**our**," or "**us**") Processes Kiddom Platform Personal Data *on behalf of* clients and according to their instructions. As a data processor or service provider under the California Consumer Privacy Act ("**CCPA**"), Kiddom only handles Kiddom Personal Data as directed by clients.

This means that *only* clients can decide how, why, and *how long* Kiddom will process the Kiddom Platform Personal Data.

When providing the Kiddom Platform to clients, we establish a SaaS Service Agreement outlining how we must handle the personal data entrusted to us. This agreement addresses our responsibilities concerning personal data upon termination or expiration of our contract with the client, such as returning or deleting the data.

- In our **standard** Kiddom SaaS Service Agreement (which most of our clients sign), we commit to making all client data available for electronic retrieval for 30 days following the contract's termination or expiration. After that period, we securely delete or de-identify Kiddom Platform Personal Data.
- Occasionally, we may enter into SaaS Service Agreements with slightly different data retention terms (e.g., when using a client's template). Regardless, all agreements should allow clients at least 30 days for electronic data retrieval before we delete or de-identify their data and related educational records. Unless otherwise specified, all personal data on the Kiddom Platform should be treated according to the terms of the standard Kiddom Agreement mentioned above and the retention period outlined in Section 3. "Retention Period for Kiddom Platform Personal Data" of this Policy.

This Policy describes the policy and steps for deleting Kiddom Platform Personal Data after a client account has been terminated or expires, as well as retrieving, exporting, and providing personal data to a client upon termination or expiration of their account. The Policy applies to the designated person(s) at Kiddom responsible for overseeing the deletion and retrieval of personal data on the Kiddom Platform.

Retention Period for Kiddom Platform Personal Data

Kiddom's policy is to only retain Kiddom Platform Personal Data associated with a client account for **90 calendar days** after the account is terminated or expires. Following this period, Kiddom securely deletes Kiddom Platform Personal Data in accordance with the details provided in the table in Section 6,

Deletion & Retrieval Details. Regular checks must be performed to ensure that all Kiddom Platform Personal Data is deleted after the 90-day period.

Note: Clients who want Kiddom Platform Personal Data returned must inform Kiddom within 30 days after termination of their agreement. Upon receiving a timely request, Kiddom will provide the client with instructions on exporting their personal data or supply the exported data directly. If a client requests the return (or retrieval) of their personal data, Kiddom will postpone the deletion process until either (1) the Kiddom Platform Personal Data has been exported and provided to the client or downloaded by the client, or (2) an additional 90 days have passed since the client made the request, whichever comes first.

Client Notification System

A client notification system shall be implemented to remind clients of the upcoming data deletion and their option to request data retrieval within the specified time limit.

Handling Late Requests for Deletion or Retrieval

If a client fails to communicate their decision to retrieve or delete the Kiddom Platform Personal Data within the 90-day period following the termination or expiration of their agreement, Kiddom will take the following steps:

1. Attempt to contact the client to remind them of their data retrieval or deletion options.
2. If the client does not respond within seven (7) days, Kiddom will proceed with the secure deletion of the client's Kiddom Platform Personal Data.
3. In cases where the client requests data retrieval after the 90-day period has passed, Kiddom will evaluate the request on a case-by-case basis and may accommodate the request if the backup data is still available.

Deletion & Retrieval Details

The following table provides the necessary details for deletion and export of Kiddom Platform Personal Data:

Location of Kiddom Platform Personal Data	Kiddom Platform Personal Data Items to Be Deleted or Exported	Procedure to Delete Kiddom Platform Personal Data	Procedure to Export Kiddom Platform Personal Data and Transfer it to the Client

User profiles within the Kiddom Platform's administrative interface	1. User's full name 2. User's email address 3. Names of student's parents/legal guardians 4. School affiliation 5. Avatar or photograph 6. Username 7. User IP address 8. The user's Google contact and contacts groups 9. Google Drive file information 10. Education records directly related to a student	**For already terminated or expired client accounts:** Kiddom follows steps outlined in the Policy and Procedure for Processing Data Subject Rights Requests **For future terminated or expired client accounts:** Automated scheduled deletion.	1. Data Subject (or an authorized representative of Data Subject) will contact the client (school) with a request. Client will evaluate the request for validity, and if valid, the Main Client Contact will send the request to Policy Owner. 2. Policy Owner will review the request. Data Subject's name will be used to locate the relevant unique ID (UID) in Kiddom's backend.

	such as assignments, quizzes and tests, scores and grades, transcripts, class lists, student schedules, and student identification codes 11. Educational institution an individual works for or studies at 12. Job title		Relevant Personal Data will be identified via additional information such as username and/or school email address. 3. Data will be queried and returned from user table, classroom table and assignment tables based on unique system ID. 4. The Personal Data requested will be transferred to the Main Client Contact in the form of a CSV file and from there will be delivered to the Data

			Subject (or authorized representative of Data Subject) who submitted the request to the client.
Kiddom Platform's Backup files	Same as above	Automated scheduled deletion after 60 days from the deletion of the user profiles.	Process outlined above will provide all information
Kiddom Platform's analytics	• Social media platforms • Web analytics providers • CRM providers	Automated scheduled deletion.	Process outlined above will provide all information

	• Tag managers		

Contact Information of Client Accounts

There is one exception to the obligation to delete Personal Data of our clients; Kiddom retains the contact information of one client contact per client account (the Main Client Contact) to ensure compliance with regulatory, tax, and intellectual property-related obligations. In these cases, Kiddom only keeps the contact's first name, last name, the school/district the contact works at, professional email, and professional phone number. This Personal Data is not typically stored in the Kiddom Platform.

Responsibility

The following responsibilities must be observed when creating, approving, implementing, and auditing this Policy:

PROCEDURE	RESPONSIBLE PARTY	RESPONSIBILITIES
Policy Review	Max Vaillancourt, Security Lead	• Review Policy yearly to identify needed updates or revisions.

Policy Amendments	Max Vaillancourt, Security Lead	• Make revisions with IT and Legal department input.
Employee Training	Max Vaillancourt, Security Lead	• Provide regular training to familiarize employees with the Policy. • Ensure employees read, understand, and implement the Policy.
Policy Enforcement	Max Vaillancourt, Security Lead	• Oversee technical and operational changes for Policy implementation. • Monitor Policy compliance.

Auditing & Monitoring	Max Vaillancourt, Security Lead	• Conduct audits and evaluations to ensure policy adherence.

Additional Support / Feedback

Do you have questions or need help using this SOP? Please contact Max Vaillancourt (security@Kiddom.com). Additionally, you may contact VeraSafe, our privacy and IT security advisor, at Kiddom@verasafe.com, or visit https://www.VeraSafe.com.

We are very interested to hear your feedback on this SOP. If you have any comments, suggested improvements, or other feedback, please contact both Max Vaillancourt and VeraSafe at kiddom@verasafe.com or experts@verasafe.com. We look forward to hearing from you.

Accountability

This Policy is enforced by Kiddom's VP Engineering. Any individual who breaches this Policy may be subject to internal disciplinary action (up to and including termination of their employment) and may also face civil or criminal liability if their breach violates the law.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-291

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/28/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve Terms and Conditions and Privacy Policy for Kiddom 6-8 Science Curriculum

Cost to Knox County Schools

3.4M

Description and Type of Funding Source

GP and Fund balance designation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17375 **R-25-6-202**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Lewis Group Architects for the design of the new K-8th Grade School for the Mechanicsville, Lonsdale and Beaumont area in the amount of $3,256,000.00.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH LEWIS GROUP ARCHITECTS FOR THE DESIGN OF THE NEW K-8TH GRADE SCHOOL FOR THE MECHANICSVILLE, LONSDALE AND BEAUMONT AREA IN THE AMOUNT OF $3,256,000.00.

RESOLUTION: **R-25-6-202**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has determined the need for a new K-8th Grade School for the Mechanicsville, Lonsdale and Beaumont area (the "Project"); and

WHEREAS, Lewis Group Architects, Inc. has been selected as the architect to perform the design services for the Project, as further detailed in the attached agreement; and

WHEREAS, the proposed agreement with Lewis Group Architects, Inc. for the design of the Project is in the amount of $3,256,000.00; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the contract with Lewis Group Architects, Inc. for the design of the new K-8th Grade School for the Mechanicsville, Lonsdale and Beaumont area.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with Lewis Group Architects, Inc. for the design of the new K-8th Grade School for the Mechanicsville, Lonsdale and Beaumont area is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with Lewis Group Architects, Inc. for the design of the new K-8th Grade School for the Mechanicsville, Lonsdale and Beaumont area shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Knox County Board of Education dba Knox County and Knox County Schools
400 W. Summit Hill Drive
Knoxville, Tennessee 37902

and the Architect:
(Name, legal status, address and other information)

The Lewis Group Architects, Inc.
611 King Street, Suite 250
Knoxville, Tennessee 37917

for the following Project:
(Name, location and detailed description)

A New K-8 School in the Mechanicsville, Lonsdale, and Beaumont Communities.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program will be developed by The Lewis Group Architects, Inc. in conjunction with Knox County and Knox County Schools

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new facility shall have a capacity of 1,900 students (1,200 elementary school students and 700 middle school students). The design shall incorporate all programmed areas, including an ICC 500-compliant storm shelter, along with all associated site improvements to facilitate parking, traffic flow, and outdoor play spaces. The facility will be located at the former Rule High School.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Sixty Million Four Hundred Thousand Dollars and Zero Cents ($60,400,000.00), pending completion of the Programming Phase

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Douglas Shover, Director
Facilities and Construction Department
Knox County Schools
(865) 594-1825
douglas.shover@knoxschools.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Unknown at time of execution

(Paragraphs deleted)
§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

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Jacob Thomas, AIA
Principal
611 King Street, Suite 250
Knoxville, Tennessee 37917
(865) 584-5000
jthomas@lewisgroup.net

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Haines Structural Group
800 S Gay St, Suite 1750
Knoxville, TN 37929

.2 Mechanical Engineer:

Engineering Services Group
900 E Hill Ave #350
Knoxville, TN 37915

.3 Electrical Engineer:

Engineering Services Group
900 E Hill Ave #350
Knoxville, TN 37915

.4 Civil Engineer:

Ardurra
2160 Lakeside Centre Way, Suite 201
Knoxville, TN 37922

§ 1.1.11.2 Consultants retained under Supplemental Services:

Unknown at time of execution

§ 1.1.12 Other Initial Information on which the Agreement is based:

Unknown at time of execution

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

(Paragraphs deleted)
§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

(Paragraph deleted)
§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

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.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services Sixty (60) days after One (1) the date of Substantial Completion of the work or Two (2) the anticipated date of Substantial Completion identified the Initial Information, whichever is earlier.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Bi-weekly visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

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Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraphs deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

(Paragraphs deleted)

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

(Paragraph deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)
§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Paragraphs deleted)
§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

(Paragraph deleted)

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

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*(Paragraphs deleted)*Lump Sum of Three Million Two Hundred and Fifty-Six Thousand Dollars and Zero Cents ($3,256,000.00), pending completion of the Programming Phase.

(Paragraphs deleted)
§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per the attached rate schedule. See Exhibit "B"

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly per the attached rate schedule. See Exhibit "B"

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming Phase	Three	percent (	3	%)
Schematic Design Phase	Twelve	percent (	12	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)
§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit "B"
(Table deleted)
§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;

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.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zer ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime Rate per Annum

(Paragraphs deleted)
ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Owner Mandated Revisions to this Agreement. Refer to Exhibit "A"

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit "A" – Owner Mandated Revision to AIA Document B101-2017
Exhibit "B" – Hourly Rate Schedule

This Agreement entered into as of the day and year first written above.

	Paul M. McCall
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Paul M. McCall, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-296

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/28/2025

ATTACHMENT 'A' (page 1 of 2)

12.1 Add the following to Paragraph 3.6.6.5, Architect's Responsibilities: Architect's responsibility terminates after the one-year warranty inspection.

12.2 The Architect shall make job site visits during all phases of the construction to verify general conformity of the work with the Contract Documents. Unless otherwise scheduled, the Architect shall make job site visits not less than every two weeks. Architect's consultants shall make job site visits during critical phases of construction. Job site visits shall be made by a qualified employee of the Architect and its consultants, as approved by the Owner. A written report, including photos, shall be submitted to the Owner after each job site visit informing the Owner of the progress and quality of the work observed.

12.3 Article 4, Additional Services: There shall be no supplemental or additional services unless there has been prior approval to a written request.

12.4 Add Paragraph 6.1.1 to read: The Construction Cost will be established based on reviews and recommendations at each project phase by Design staff and Knox County Schools personnel.

12.5 Refer to Article 7: All documents, electronic data, and electronic media copies prepared by the Architect for this project shall be furnished to the Owner, in electronic format, provided the Owner has paid the Architect for its services in accordance with this agreement. The Architect shall be permitted to retain copies of the documents for file and. reference. The documents may be used by the Owner or by others, except that the Owner may not use the documents for another project without the express written consent of the Architect.

12.6 Under Article 8: Delete anything pertaining to Arbitration.

12.7 Paragraph 10.1: Change to read, "Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner."

12.8 Refer to Article 11, Compensation: All expenses charged by the Architect must be represented in writing by the Architect and have prior approval by the Owner.

12.9 Paragraph 11.8.1.1: The Architect shall not receive reimbursement for the expense of travel and communications between the office of the Architect and the job site or within Knox County in connection with the project.

12.10 The Architect shall prepare cost estimates and shall endeavor to design the project within the budgeted Maximum Allowable Construction Cost. In the event that the lowest bona fide base bid(s) exceed(s) the budgeted Maximum Allowable Construction Cost, the Architect agrees to revise the Contract Documents, if requested by the Owner, to adjust the Construction Cost to the budgeted Maximum Allowable Construction Cost at no additional cost to the Owner for the changes to the Contract Documents. The Owner agrees to cooperate with the Architect and to permit reasonable and necessary changes and deductions in the scope of the work to adjust the Construction Cost.

ATTACHMENT 'A' (page 2 of 2)

12.11 All Contract Documents provided by the Architect shall conform to the code requirements of the State and Knox County Fire Marshals, Knox County Health Department, Safety Code for Elevators and Escalators, International Building Code, NFPA Life Safety Code, and other applicable codes and all authorities having jurisdiction at the time that bids are received for the project.

12.12 The Architect and its consultants shall not knowingly design or specify the use of any asbestos-containing building materials in connection with the project.

12.13 Correction of omissions and errors in the Contract Documents shall be the responsibility of the Architect, not the Owner.

12.14 Upon completion of the project, the designer shall furnish corrected Record Drawings showing the project as finally constructed and shall deliver to the Owner the Record Drawings in electronic format. Record Drawings shall reflect all changes generated by addenda, field changes, change orders, and construction directives, and shall reflect all changes shown on as-built prints marked up by the Contractor and subcontractors, and include any additional changes observed by the Architect, Contractor, or subcontractor.

12.15 For Basic Services, as described in Article 2, and any other services included in Article 12 as a part of Basic Services, basic compensation shall be a guaranteed maximum fee as stipulated above. Prior to the Architect proceeding with the design phases of the project, the scope definition and direction, including budget parameters associated with the maximum allowable construction cost, design fee and compensation method shall be agreed upon and approved by the Owner's written authorization and notice to proceed.

12.16 Professional Liability Insurance: The Architect shall provide and maintain Professional Liability Insurance in a minimum amount of $1,000,000 for each occurrence and $2,000,000 aggregate. Evidence of such insurance shall be provided to the Owner prior to commencement of the work described above.

END OF ATTACHMENT

Rate Schedule - 2025

Principal	$275.00 / hour
Project Manager	$225.00 / hour
Architect / Interior Designer	$175.00 / hour
Intern Architect / Interior Designer	$125.00 / hour
Administration	$100.00 / hour

Consultant Fees	1.20 x Cost Billed to Architect

Reprographics as a Reimbursable Expense

Plots	$0.75 / sf
30" x 42" Color Plots	$70.00 / each
24" x 36" Color Plots	$48.00 / each
11" x 17" Color Prints	$5.00 / each
8.5" x 11" Color Prints	$2.00 / each
8.5" x 11 B/W Prints	$0.50 / each
Non In-House Printing Services	1.10 x cost
Photography	1.10 x cost

Travel as a Reimbursable Expense

Travel Expenses Outside of Knox County	1.00 x Cost Billed to Architect
Mileage	$0.80

The above items are the most common reimbursable expenses; however, it is not intended to be all-inclusive. As an example, Models, Renderings, Computer Generated Renderings, Owner Provided Services that are administered by the Architect are also considered additional and reimbursable services.

The Above Rates are Subject to Periodic Review

_____
Owner Initial

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve the design contract with Lewis Group Architects for the New Kindergarten-8th Grade School for the Mechanicsville, Lonsdale and Beaumont communities in the amount of $3,256,000.00.

Cost to Knox County Schools

$3,256,000.00

Description and Type of Funding Source

Capital Improvement Plan

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17376 **R-25-6-203**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Amergis Healthcare Staffing, Inc., ESS South Central, LLC, and Stellar Therapy Services for the provision of Supplemental Staffing Services for the term of July 1, 2025 through June 30, 2026.
(Schools)

Attachments

Resolution

Amergis Healthcare Contract

ESS South Central Contract

Stellar Therapy Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH AMERGIS HEALTHCARE STAFFING, INC., ESS SOUTH CENTRAL, LLC, AND STELLAR THERAPY SERVICES FOR THE PROVISION OF SUPPLEMENTAL STAFFING SERVICES FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2026.

RESOLUTION: R-25-6-203

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools desires to have a contractor provide Supplemental Staffing Services; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Amergis Healthcare Staffing, Inc., ESS South Central, LLC and Stellar Therapy Services submitted the proposals that are most responsible and responsive and best conform to the specifications and needs of Knox County and the Knox County Schools; and

WHEREAS, the proposed contracts with Amergis Healthcare Staffing, Inc., ESS South Central, LLC and Stellar Therapy Services are effective for a one (1) year term beginning on July 1, 2025 through June 30, 2026; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the contracts with Amergis Healthcare Staffing, Inc., ESS South Central, LLC and Stellar Therapy Services.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with Amergis Healthcare Staffing, Inc., ESS South Central, LLC and Stellar Therapy Services for the provision of Supplemental Staffing Services are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with Amergis Healthcare Staffing, Inc., ESS South Central, LLC and Stellar Therapy Services for the provision of Supplemental Staffing Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

And

Amergis Healthcare Staffing, Inc.

This Contract, by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"County"** and **Amergis Healthcare Staffing, Inc.** hereinafter referred to as **"Contractor."**

Whereas, County has requested sealed proposals for Supplemental Staffing Services (Request for Proposals #3635), the Contractor's response is viewed as the most advantageous to the County and;

Whereas, Contractor agrees and undertakes to provide Knox County, at the price quoted by Contractor for the services requested. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by this document and attachments hereto.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 2 and 17. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County also reserves the right to cancel this Contract with or without cause upon thirty (30) calendar days written notice.

2. Appropriations. In the event no funds are appropriated by the County for Supplemental Staffing Services, in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

3. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of the Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

4. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Software Management System for Individual Learning Plans, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

5. Delivery. Upon issuance of a signed Purchase Order, Contractor shall render Supplemental Staffing Services for the County in accordance with the Contractor's schedule and coordinated with the County or its designee(s). The County does not guarantee that any quantity of goods/services will be purchased under this agreement.

6. Governing Law and Venue. The laws of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

7. Independent contractor. Contractor shall acknowledge he and his employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Invoicing and reporting requirements. Contractor shall submit a written report with invoice to Knox County each month detailing the services provided in the billing period.

Invoices shall be mailed in duplicate to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

9. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

10. Non-discrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

11. Payment. Contractor shall be paid in accordance with the fee schedule (see Attachment B).

12. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

13. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

14. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. Severability clause. If any provision of this Contract is declared illegal, void or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of Knox County.

18. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the expressed written consent of Knox County Government.

19. Contract Documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Attachment A: Knox County RFP No. 3635 for Supplemental Staffing Services + Addendum I & Addendum II
B. Attachment B: Contractor's Response
C. Attachment C: Business Associate Agreement
D. Attachment D: Clarifications

It is agreed that this Contract, represents the entire Contract between the parties and no prior or contemporaneous representations, promises, and agreement, oral or otherwise, not embodied herein shall be of any force or effect.

Should the Contractor fail to provide Supplemental Staffing Services as detailed herein, the County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall have seventy-two (72) hours** to rectify the problem(s).

If the same or other problems persist or reoccur, the County may terminate the Contract upon thirty (30) calendar days written notice.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give County one hundred and twenty (120) business days' advance written notice of said interruption of

discontinuance of service prior to interrupting or discontinuing it. Any interruption or discontinuance or service without said advance written notice shall constitute a material breach of this Contract.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2025, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date: _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-2807(6)
APPROVED AS TO LEGAL FORM

_____ **KNOX COUNTY, TENNESSEE**

DEPUTY LAW DIRECTOR – Signature Gary Dopler

Date: 5/19/2025 **DEPUTY LAW DIRECTOR – Printed Name**

Amergis Healthcare Staffing, Inc.

_____ _____

AUTHORIZED SIGNATURE **CONTRACTOR – Printed Name**

_____

COMPANY NAME (VENDOR)

Date: _____

Attachment A
Knox County RFP No. 3635
+ Addendum I & Addendum II

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Supplemental Staffing Services** as specified herein. Proposals must be received by **2:00 p.m.** on **March 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3635
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Heather Whitehead, CPPB, Senior Procurement Analyst, at 865.215.5754. Questions may be faxed to 865.215.5774 or emailed to heather.whitehead@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The evaluation criteria can be found in Section 3.15.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their hard copies an exact electronic version of their proposal in a SINGLE FILE on a flash drive.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) business days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of this Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on February 27, 2025**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.26 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment E Iran Divestment Act/No Boycott of Israel Affidavit.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Attachment E Iran Divestment Act/No Boycott of Israel Affidavit.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature, it is current in its respective federal, state, county, and city taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirement for vendors to provide Knox County Schools with Supplemental Staffing Services as desired by Knox County. Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes the cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 **AWARD LENGTH:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.

3.6 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 **CONFIDENTIAL COUNTY DATA:** "Confidential County Data" is defined as data deemed confidential by State or Federal statute or regulation. Contractor shall ensure Confidential County Data, including backup data, is housed in the continental United States, and is encrypted at rest and in transit using the current version of the Federal Information Processing Standard (FIPS) 140-2 validated encryption technologies. Contractor shall enable, by default, Multi-Factor Authentication for any access to Confidential County Data, in accordance with the current version of National Institute of Standards and Technology (NIST) Publication 800-63-3.

Upon termination of this Contract and in consultation with the County, Contractor shall destroy all Confidential County Data it holds, including any copies and backups, in accordance with the current version of National Institute of Standards and Technology (NIST) Special Publication 800-88. Contractor shall provide a written confirmation of destruction to the County within ten business days after destruction.

Contractor warrants to Knox County that it and any data centers used by the Contractor to host County data, including those of all Subcontractors, will cooperate with the County throughout the term of the Contract so that all parties will be in compliance with Knox County Information Technology's (KCIT) enterprise security policies and requirements, and any other state and federal computer security regulations including cooperation and coordination with KCIT's security management team and compliance officers required by its regulations.

Contractor agrees to maintain information systems and applications on a current, manufacture-supported Operating System, in addition to performing updates and installing patches. Operating System is defined as the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

Contractor agrees to perform penetration tests (in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses) and vulnerability assessments (designed and executed to define, identify, and classify vulnerabilities in the processing environment) on an annual basis and remedy any weaknesses or vulnerabilities discovered.

3.10 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.11 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. A sample contract is under Exhibit B for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted.

3.12 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.12.1 Provide competent supervision;
3.12.2 Provide competent personnel;
3.12.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.13 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers must submit with their proposals the completed Attachment D Criminal History Affidavit of Compliance.

3.14 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.15 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Approach to Scope of Work	40 Points
Experience & Qualifications	40 Points
Price	20 Points

As noted in Section 1.5, Knox County will determine the award structure that is in its best interest. Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.16 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions within their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VII of the submittal.

Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.18 **GRANT FUNDING:** The products or services being procured under this solicitation may be funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.20 **HIPAA, BUSINESS ASSOCIATE AGREEMENT, AND RECORD RETENTION:** Based on the determination of Knox County Government, this functions to be performed in accordance with this contract may constitute Business Associate functions as defined by HIPAA. The Contractor shall execute a business associate agreement (BAA) as required by Knox County government per HIPAA regulations in 45 C.F.R. §164.504. If a BAA is applicable, Knox County's BAA must be executed and incorporated into any contract awarded in conjunction with this solicitation.

As stated in section 2.6 of this Proposal, Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services; including Tennessee Code Annotated, as amended, and Records Disposition Authorization specific to protected health information retention.

3.21 **IDENTIFICATION:** Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.22 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign Attachment C and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured.

It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the Contract is in effect.

3.23 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.24 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

3.25 **INVOICING PROCEDURES & PAYMENT SCHEDULE:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail or email invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.26 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.26.1 Respondent must address all submittal requirements as defined in Section V.

3.26.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.26.3 A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.27 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter Contract negotiations with the highest-rated proposer.

If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.28 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.29 **NO CONTACT POLICY:** After the date and time the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.30 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the submission deadline or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposals.

3.31 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.32 **PROPOSAL EVALUATION:** In evaluating the submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.33 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.34 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.

3.35 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.

3.36 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.37 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.38 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.39 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **February 27, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.40 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.41 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

3.42 **TECHNOLOGY RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION:** All awarded vendors will be required to adhere to Exhibit C of this solicitation in the performance of the Contract.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools is a public education agency responsible for the education of approximately 60,000 Pre-K through 12th grade students and employs approximately 9,000 individuals. The district is comprised of 91 locations and includes urban, suburban, and rural settings. Knox County Schools is seeking proposals from qualified agencies to provide supplemental support staff to support the District. This RFP outlines the District's requirements for school psychology services, speech language pathology services and instructional assistants to be delivered in accordance with federal and Tennessee Department of Education standards. Information on historical, current and anticipated usage is detailed below:

School Psychologists
SY 23-24: Two (2) positions filled of seven (7) vacancies
SY 24-25: Four (4) positions filled of seven (7) vacancies

Anticipated demand for School Psychologist is seven (7) positions, in a variety of school locations, across all regions and grade spans. Case load size will vary.

Speech Language Pathologists
SY 23-24: Five (5) to ten (10) positions filled over the course of the school year, on an as-needed basis
SY 24-25: Five (5) to eight (8) positions filled over the course of the school year, on an as-needed basis

Anticipated demand for Speech Language Pathologists is ten (10) positions, in a variety of school locations, across all regions and grade spans. Case load size will vary.

Instructional Assistants
SY 23-24: Approximately one hundred (100) positions filled in approximately half of KCS school facilities across every region served by KCS
SY 24-25: Approximately fifty (50) positions filled in approximately 30% of KCS school facilities across every region served by KCS

Anticipated demand for Instructional Assistants is sixty (60) to one hundred (100) positions, in a variety of school locations, across all regions and grade spans.

- Note: Both School Psychologist and Speech Language Pathologists could be assigned to multiple locations. For efficiency's sake, attempts are made to schedule an entire day at a single location and to minimize the travel time to benefit student services. There is no charge for parking at any or our schools or facilities. If contract employees travel within their workday, the time will be counted toward their work hours, but mileage will not be paid. Neither mileage nor commute time to the first workstation will be reimbursed.

4.2 **SCOPE OF WORK:**

4.2.1 **School Psychologists:** The contracted school psychologists will perform comprehensive psychological services in a traditional school psychologist role, including but not limited to:

- Evaluation
  - Conducting psychoeducational assessments and evaluations and reviewing the results of those with all stakeholders through a written report to align with TDOE evaluation procedures related to each eligibility category.
  - Consulting with school staff about functional behavior assessments and behavior intervention plans.
  - Conducting suicide and/or threat assessments when needed.

- Completing required paperwork, such as prior written notices and re-evaluation summary reports within the data management system; utilizing the other data platforms for information (i.e., Aimsweb+, ASPEN, TnPulse).
- KCS will provide testing materials for use by school psychologist, but school psychologist may use their own materials if that is preferred.

❖ Meeting Attendance
- Attending IEP meetings to include consent, eligibility, re-evaluations, manifestation determination meetings, and others as needed.
- Supporting Multi-Tiered System of Supports (MTSS) and Response to Intervention (RTI) frameworks by attending school-level data meetings.
- Participating in collaborative meetings (e.g., S-Teams, data team meetings, and IEP meetings) by reviewing and interpreting student data.
- Attending required meetings, such as staff meetings and in-service day trainings.

❖ School Psychology Department Specific Requirements
- Participating in and providing continued professional development at the school and district level
- Completing all assigned responsibilities within the same timeframe as those of district-employed school psychologists.
- Performing assigned duties under the direction/supervision of Psych Services supervisor.
- Submitting a timesheet to the Psychological Services supervisor each billing cycle so hours worked can be verified.

❖ Performance Expectations
- Contracted school psychologists must meet the same performance standards and timelines as district-employed school psychologists.
- In-person services are preferred. If working virtually, contracted school psychologists are expected to have knowledge on how to assess and observe students virtually, attend and hold meetings virtually, and complete paperwork using the Tennessee platform, TNPulse.
- Contracted school psychologists must be able to complete comprehensive evaluations according to the state and federal evaluation criteria including the writing of reports, reviewing results in IEP meetings, completing paperwork required accurately.
- KCS will provide a laptop to contracted school psychologists.

❖ Compliance, Confidentiality & Privacy
- All contracted school psychologist must adhere to district policies and procedures, including confidentiality agreements and the ethical standards outlined by NASP.
- Contracted school psychologist will undergo an orientation by the Psychological Services department, and a mentor will be assigned.
- Contracted school psychologist must understand and follow State and Federal Implementation of IDEA.
- Contracted school psychologist shall respect the right of privacy of the students. Confidentiality shall be maintained by all school psychologists except:
  - When exchange of information is governed by FERPA;
  - When there is a clear and present danger to the student or other persons;
  - To consult with another psychologist when it is in the best interests of the student.

❖ Work Schedule
- Contracted school psychologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A work day is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.
- Contracted school psychologists may occasionally have to work outside of the 7.75 hour work day in order to meet required deadlines. Additional hours worked to meet required deadlines will not be compensated.
- Contracted school psychologists must submit a timesheet to the Psychological Services Department Supervisor each billing cycle so hours worked can be verified.

4.2.2 Speech-Language Pathologists: The contracted speech-language pathologists (SLP) will perform comprehensive speech-language pathology services in a traditional Speech-Language Pathologist role, including but not limited to:

- Case Management
  - Conducting student observations.
  - Conducting hearing screenings of caseload.
  - Case management- responsibilities to include:
    - Gathering documentation for S-Team process.
    - Scheduling IEP meetings.
    - Collaboration with all stakeholders.
    - Co-Planning and consideration of grades, lessons and instructional supports.
  - Providing appropriate researched based services utilizing strategies that are recognized and supported by KCS and the ASHA community.
  - Progress monitoring including direct, consultative, and related services.
  - IEP development
    - Updating present levels of performance utilizing data.
    - Developing goals and/or objectives.
    - Attending and/or leading IEP meetings.
  - Providing interventions to support students.
  - Providing effective communication with staff, administrator, colleagues, parents and district staff.
  - School Psychologists are required to track face-to-face time with students and/or families, along with total time spent on each case.
- Meeting Attendance
  - Attending S-Team meetings.
  - Attending and/or leading IEP meetings.
- Speech & Language Department Specific Requirements
  - Supervising SLPs during their Clinical Fellowship year.
  - Supporting practicum and intern students.
  - Participating in the Teacher Instructional Growth for Effectiveness and Results (TIGER) evaluation process.
  - Attending all school and district required professional development requirements.
  - Providing resources to school-based staff regarding student concerns.
  - Submitting Medicare billing on behalf of students and families.
- Performance Expectations
  - Contracted speech-language pathologists must meet the same performance standards and timelines as district-employed speech-language pathologists.
  - In-person services are preferred.
  - KCS will provide a laptop to contracted speech language pathologists.
- Compliance, Confidentiality & Privacy
  - Adhering to all KCS District policies and KCS speech and language department practice and procedures.
  - Obtaining permission to evaluate for both initial evaluations and re-evaluations.
  - Contracted SLPs must understand and follow State and Federal Implementation of IDEA.
- Work Schedule
  - Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A workday is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.
  - Contracted Speech-Language Pathologists may occasionally have to work outside of the 7.75 hour work day in order to meet required deadlines. Additional hours worked to meet required deadlines will not be compensated.
  - Contracted Speech-Language Pathologists must submit a timesheet to the Speech & Language Department Supervisor each billing cycle so hours worked can be verified.

4.2.3 Instructional Assistants: The contracted instructional assistants will perform on-site instructional and supervisory activities with students under the supervision of the teacher. Contracted instructional assistants will be utilized primarily by the SPED Department, but may also be utilized as Title I instructional assistants and summer learning camp instructional assistants.

- ❖ Responsibilities/Job Duties
  - Reporting to principal/supervisor and working under the direct supervision of the classroom teacher unless otherwise assigned by the appropriate supervisor.
  - Maintaining student records as directed by the classroom teacher.
  - Administering all diagnostic tools as directed by the teacher.
  - Preparing the classroom and organizing all instructional materials and equipment as directed by the teacher.
  - Monitoring and leading the classroom when the teacher must attend staffing meetings, provide consultation, etc.
  - Assisting students with toileting, feeding, lifting, and other self-help activities in settings involving students with disabilities or very young students, as required. Lifting, bending, and good general health and mobility are required.
  - Assisting in the supervision of students on bus trips as directed by the building-level administrator.
  - Supporting specific students with disabilities while eating breakfast and lunch in the cafeteria.
  - Monitoring students during recess or playground duty.
  - Performing other routine duties as assigned by the building-level administrator subject to the approval of the supervisor.
  - Performing other duties as assigned within the school day.
- ❖ Meeting Attendance
  - Attending all in-service and faculty meetings when directed to do so by the principal or supervisor within the school day.
- ❖ Performance Expectations
  - Contracted instructional assistants must meet the same performance standards and timelines as district-employed instructional assistants.
  - Contracted instructional assistants may be asked to ride the bus during contract time.
  - Contracted instructional assistants must establish and maintain satisfactory, respectful working relationships within the school environment.
  - KCS will provide a computer for use by instructional assistants if deemed necessary.
- ❖ Compliance, Confidentiality & Privacy
  - Adhering to all KCS District policies and department specific practices and procedures.
  - Participating in required training from both the TN Department of Education and Knox County Schools.
  - Maintaining confidentiality. Contracted instructional assistants must not discuss confidential school business, or student records in or out of school.
- ❖ Work Schedule
  - Contracted Instructional Assistants will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A workday is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.

4.3 CAPABILITIES, EXPERIENCE & QUALIFICATIONS

- ❖ Staffing Firm
  - Proposers are to provide a firm history and identify their number of years in business, along with local service areas. Proposers must provide an overview of past projects that demonstrate its ability to provide the services detailed herein.
  - Proposers are to submit a list of its Tennessee educational client list.
  - Proposers must complete and include Attachment A (References) in Tab VIII of the submittal. Failure to include the attached form will be considered during the evaluation process and may result in the references not being scored.
  - Proposers must provide resumes of key personnel who shall be assigned by the firm and identify the minimum qualification of any professional that will be assigned to KCS in conjunction with this contract.
  - The firm should have the ability to provide oversight of the contracted employees sufficient to ensure professional job expectations are being adequately met.

- ❖ School Psychologists
  - Must hold and maintain current licensure or certification as a school psychologist in Tennessee and maintain licensure/certification for the duration of the contract term.
  - Minimum of three (3) years of experience as a school psychologist, with at least one year working in Tennessee.
  - If applying for a virtual position, preference for those who have worked both in person and virtually.
  - Must pass background check(s) and drug screening(s).
- ❖ Speech Language Pathologists
  - Secure and maintain all state licensure and ASHA mandated requirements.
  - Minimum of three (3) years of experience as a speech language pathologist, with at least one year working in Tennessee.
  - Must pass background check(s) and drug screening(s).
- ❖ Instructional Assistants
  - Must be 21 years of age .
  - High school diploma (or GED).
  - Contracted Instructional Assistants assigned to Title I schools should be highly qualified (must have completed two years of college or pass the Paraprofessional exam).
  - Sufficient experience so that with appropriate training, services may be provided in the specific role for which employed. KCS will provide school-based training along with specialized training such as diapering and use of equipment and wheelchairs, to be determined based on the classrooms' and students' specific needs.
  - Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable. Awarded proposers must have, maintain and provide upon request documentation demonstrating educational assistants are highly qualified.
- ❖ Fulfillment & Program Management
  - Proposers must submit an overview of its recruitment, screening, training process utilized to include orientation, compliance training and ongoing training.
  - Proposers must provide a tentative timeline for recruitment, screening, orientation and placement of qualified professionals once a request for a placement is made. Proposer must also detail any retention efforts that will support a continuity of service for Knox County.
  - Proposer must provide an overview of its program management team and approach. Detail how unsatisfactory performance should be reported and how such matters will be resolved.
  - Proposer must detail any expectations and requirement of Knox County in relation to these efforts.
  - Please provide an overview of timekeeping, billing and invoices procedures. For billing purposes, along with the invoicing, awarded proposers will be required to have, maintain and provide upon request documentation that personnel were in attendance for the days they are being paid for as well as documentation of salary and associated costs.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **APPROACH TO SCOPE OF WORK (40 POINTS)**

Proposer must detail how its assigned staff will provide supplemental staffing services to identified students in a manner that supports the KCS, as well as the management plan that will be implemented. Information provided must fully address each of the requirements outlined in the Scope of Work.

TAB IV **EXPERIENCE & QUALIFICATIONS (40 POINTS)**

Proposers must thoroughly detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work.

- Reference Form: Completed Attachment A should be included under Tab VIII.

TAB V **PRICING (20 POINTS)**

- **Cost Sheet:** Attachment B. Proposers must submit the attached cost sheet with their response. Failure to include pricing on the attached cost sheet will be considered during the evaluation process and may be just cause to deem the proposal non-responsive.

TAB VI **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VIII **ATTACHMENTS**

- References (Attachment A)
- Cost Sheet (Attachment B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3635

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3635

To evaluate fairly, the County requires this completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award. In addition to the cost sheet, proposers may submit additional pricing information, but evaluations will be based on the pricing requested here.

Payment terms will be based on an agreed-upon hourly rate structure. Agencies must submit invoices as per district billing cycles.

Full Time Position	**Hourly Bill Rate**
School Psychologist: On-site	$
School Psychologist: Virtual	$
Speech Language Pathologist: On-site	$
Speech Language Pathologist: Virtual	$
Instructional Assistants: On-site	$

Please attach a detailed overview of your organization’s buy-out policies, if applicable.

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3635

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
YES		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

22. **Certificate of Insurance shall show the RFP number and title.**

23. **Other insurance required _____.**

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3635

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____day of _____2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3635

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the government-wide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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.

Procurement of recovered materials.
Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT B
SAMPLE CONTRACT
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Supplemental Staffing Services for Knox County Government and Knox County Schools (Request for Proposals #3635) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals' specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of April 2025 and ends upon the 31st day of March 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial one (1) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first one (1) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Foreign Language Interpretation Services per the Contractor's response to Request for Proposals #3635 and negotiations; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Supplemental Staffing Services pursuant to Request for Proposals #3635.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Supplemental Staffing Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

SAMPLE

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Supplemental Staffing Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Supplemental Staffing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Supplemental Staffing Services for the County in accordance with Request for Proposals #3635.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

SAMPLE

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3635
B. Contractor's Response to Request for Proposals #3635

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

EXHIBIT C
TECHNOLOGY RESTRICTIONS ON USE OF
CONFIDENTIAL INFORMATION
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Proposers must adhere to the following:

Any and all personally identifiable student or employee information including but not limited to name, address, telephone number, teachers, classes, grades, digital media and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by District in writing. This restriction against release or disclosure also precludes sharing of data by Independent Contractor with any affiliate of Independent Contractor unless such sharing is expressly permitted under the Contract or is expressly granted in writing by District.

In addition, all information, and the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Independent Contractor from District, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Independent Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.

Independent Contractor agrees that any personally identifiable student data it obtains from the District shall only be used for the purpose of providing the contracted product or service to the District according to the terms of the Contract. Independent Contractor may not sell student data. (This does not prevent transfer of student data by purchase or merger of the Independent Contractor, so long as the successor entity remains bound by and in compliance with the terms of this agreement.)

Independent Contractor may not use personally identified student data for any secondary purpose including targeted advertising. Independent Contractor may (a) use student data for adaptive learning or customized student learning processes; (b) market an educational application to a student's parent or guardian if Independent Contractor did not use student data shared by or collected on behalf of the District to do so; (c) use a recommendation engine within Independent Contractor's internal application to recommend learning or employment related content or services to the student, but only if the recommendation is not motivated by consideration from another party; (d) respond to a student request for information or feedback, but only if the response is not motivated by consideration from another party; use student data to allow or improve functionality of Independent Contractors' internal application; and identify for the student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if Independent Contractor obtains, through the District, the written consent of the student's parent or guardian (or the student if age 18 or older or emancipated). (Written consent may not be required in certain instances for an Independent Contractor which is a national assessment provider.)

Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Independent Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all electronically maintained or transmitted Confidential Information.

Any data that is transmitted to/from District will be secure. Any electronic data stored by the vendor must be secure and backed up with a tested data recovery strategy in place as approved by District.

Within thirty (30) business days of termination, cancellation, expiration, or other conclusion of the Contract, or within thirty (30) days of a request by District with regard to any portion of the data, Independent Contractor shall return to District or if return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in possession of Independent Contractor and certify in writing that all copies of the confidential information in its possession have been destroyed. This requirement shall not apply, and Independent Contractor may retain, personally identifiable student data if Independent Contractor has obtained written consent of the student's parent or guardian (or from the student if 18 or older or emancipated) and provides documentation of that consent to the District.

These obligations shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in

Independent Contractor's possession prior to receipt from an District school, its faculty staff or students; or (c) is received by Independent Contractor independently from a person or entity free to lawfully disclose such information other than an District school, its faculty, staff, or students.

Contractor warrants and represents that it shall, at all times, comply with the terms of this Agreement and with FERPA, COPPA, and all applicable laws of the state of Tennessee and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information as that term is defined by this agreement, FERPA, COPPA, or applicable laws of the state of Tennessee.

Independent Contractor agrees that District or its designee may, upon request, audit Independent Contractor to verify compliance with the applicable requirements of law.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: February 27, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Eight (8) Pages**

The following is for clarification:

Question 1. Will the District accept a proposal for Speech & Psychology Staffing only?
Answer 1. Yes. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on a schedule basis.

Question 2. When would this contract begin?
Answer 2. Contract(s) will be executed as expeditiously as possible. Board of Education and County Commission approval will be required for any contract stemming from this solicitation. BOE agenda dates and deadlines can be viewed here.

Question 3. Who are your current vendors for the 2024-25 school year?
Answer 3. Academic Staffing (an ESS Company)
ESS South Central, LLC (ESS Support Services Source 4 Solutions)

Question 4. What is the current rate per hour you are paying for SLP services? For Psychology services?
Answer 4. Academic Staffing (An ESS Company)
School Psychologists - $94.50/hour
SLP - $94.50/hour

ESS Support Services (Source 4 Solutions)
Special Education TAs - $187.33/day

Question 5. Has the District's current vendor(s) been successful in filling all open positions?
Answer 5. The vendor has filled all Instructional Assistant and SLP positions but has not been able to fill all School Psychologist vacancies.

Question 6. Will the District supply assessment materials for contractors for both f2f assessments and virtual assessments?
Answer 6. The District will provide for on-site evaluations. No materials are readily available for virtual assessments.

Question 7. Will the District provide a staff person to facilitate virtual therapy with the students?
Answer 7. Yes, if that method is utilized.

Question 8. Will the District accept licensed therapy assistants?
Answer 8. No.

Question 9. Will the District provide laptops to vendors' therapists?
Answer 9. Yes. Please see 4.2.1 and 4.2.2 (Performance Expectations) of RFP No. 3635.

Question 10. Will Knox County accept proposals for Instructional Assistant staffing solutions that utilize qualified international candidates on approved visas that include J-1 and H2B?
Answer 10. Yes, if candidates meet position requirements. KCS will not be responsible for any fees associated with obtaining or maintaining the visas.

Question 11. You are requesting a proposal and rate for both on-site speech therapy and virtual teletherapy. Will the district provide an on-site facilitator for the teletherapy services or does the contracting company have to provide facilitators? These are individuals that assist the tele-therapist with scheduling the children for teletherapy sessions. They are also usually the ones in charge of making sure the child gets to where they have to be for the teletherapy session.
Answer 11. See Question/Answer No. 7.

Question 12. Is this a new contract or renewal of an existing contract?
Answer 12. Knox County has not solicited these services previously, but we have utilized a cooperative agreement. This solicitation could result in the award of a new contract(s).

Question 13. If there is an existing contract, could you please share the names of the current vendors and their pricing?
Answer 13. See Question/Answer No. 3, Question/Answer No. 4 and Question/Answer No. 12.

Question 14. What is the estimated budget for this contract?
Answer 14. Information not available- annual budget will be determined by district needs and allocations.

Question 15. Is it mandatory to subcontract?
Answer 15. No.

Question 16. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?
Answer 16. Please see Question/Answer No. 1.

Question 17. Is there a minimum number of hours required for the service?
Answer 17. No. Demand will be determined by open positions and student needs. Instructional Assistants are typically needed for a full day, but there are part-time possibilities for SLPs and School Psychologists.

Question 18. Is this a new initiative? If so, could you kindly confirm the names of the current incumbents and the contract budget?
Answer 18. Please see Question/Answer No. 3 and Question/Answer No. 14.

Question 19. What is the allocated budget for this RFP?
Answer 19. Information not available. The FY26 budget has not been approved.

Question 20. Is there a preference for local vendors for this project?
Answer 20. No.

Question 21. Are there any mandatory compliance or regulatory obligations associated with this RFP?

Answer 21. Yes. See RFP No. 3635 for the requirements associated with this RFP and any subsequent award. RFP No. 3635, along with any addenda issued in conjunction with RFP No. 3635, will be incorporated into any subsequently awarded contract. A sample contract has been included as an exhibit to RFP No. 3635.

Question 22. Should we include candidate resumes with the proposal submission? If so, could you suggest the actual or sample resume required per position?

Answer 22. The inclusion of resumes is not a specific requirement, but proposers must thoroughly detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 23. Could you specify the number of positions required for this project?

Answer 23. Information not available as numbers vary. Section 4.1 of RFP No. 3635 provides information on past and current usage as well as *anticipated* demand.

Question 24. Is there any mandatory subcontracting requirement? If so, what is the goal for subcontracting? Will good faith efforts be accepted in meeting certain requirements?

Answer 24. Please see Question/Answer No. 15.

Question 25. Page 14 Monitoring and leading the classroom when the teacher must attend staffing meetings, provide consultation, etc. Will there still be a sub teacher in the room with the para when the teacher isn't present?

Answer 25. An Instructional Assistant may be left alone with students to continue the learning process for meetings. Substitutes are utilized for all-day teacher absences.

Question 26. Page 13 states that Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. Can we bid on the full-time and part-time positions only? We don't have a pool of SLPs to cover as-needed positions.

Answer 26. Our goal will be to hire full-time personnel, part-time services may be used when full-time is not available. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on schedule basis, so accommodation of as-needed assignments is not strictly required.

Question 27. When is the estimated contract award date, and how will the district communicate award status to vendors?

Answer 27. See Question/Answer No. 2. Knox County Procurement will send out an Intent to Award Notification to each successful vendor and an Unsuccessful Notification to each vendor who is not awarded. Notifications will be sent via email to the contact person identified in each vendor's proposal.

Question 28. How many hours are there per school day? How many school days are there per year?

Answer 28. A workday is KCS is 7 hours and 45 minutes. A duty-free lunch is included in that time. The State of Tennessee requires a minimum of 180 classroom instructional days per year.

Question 29. In the case of a multi-vendor award, how will referrals/assignments be dispersed?

Answer 29. It will be up to the discretion of Knox County Schools as to which awarded vendor(s) will be utilized.

Question 30. Is there a pre-bid conference, and if so, what is the date?
Answer 30. No, there is no pre-bid conference scheduled in conjunction with the RFP.

Question 31. Will you accept assistants (SLPAs)?
Answer 31. No.

Question 32. Who is your current vendor(s) for these services?
Answer 32. Please see Question/Answer No. 3.

Question 33. Are you utilizing any other programming for these positions?
Answer 33. See Question/Answer No. 3 for information on current vendors. KCS endeavors to hire internal personnel to fill these positions before contracted personnel are utilized.

Question 34. Who will the vendor work with directly within the district?
Answer 34. KCS operates with a team approach. Individuals involved may include an HR representative, SPED Program Supervisors, and Title 1 personnel.

Question 35. Does the district currently have a provider for these positions? If so, is there a contract in place, and when does it expire? Can you please provide a copy of the current contract?
Answer 35. Please see Question/Answer No. 3 and No. 12. The ESS agreement can be viewed here (Item 8F).

Question 36. What positions are being filled by the current provider, and how many for each position?
Answer 36. Section 4.1 of RFP No. 3635 provides information on past and current usage.

Question 37. What is the Bill Rate for the contracted positions?
Answer 37. Please see Question/Answer No. 4.

Question 38. Could you please share the current pay rates for all positions included in the RFP?
Answer 38. Please see Question/Answer No. 4

Question 39. Are there any specific performance metrics tied to these positions?
Answer 39. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position, along with that of the firm.

Question 40. If additional training is required, will the district compensate the provider's employees for completing the training?
Answer 40. Knox County expects vendors to present candidates that meet the defined requirements without needing to complete additional outside training. Our contracted employees may participate in district training provided for internal employees. Time spent in district-sponsored trainings will be compensated.

Question 41. Will the district require the vendor to provide district-specific professional development or training for paraeducators and therapists beyond the initial training?
Answer 41. See Question/Answer No. 40. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position including ongoing training requirements.

Question 42. Once a new provider is selected, what is the expected transition timeline?
Answer 42. See Question/Answer No. 2.

Question 43. Will there be an opportunity for current staff to transition to the new provider?
Answer 43. Unknown.

Question 44. Is this a newly initiated project, or is it a continuation of an existing one? If it is ongoing, kindly provide the names of the current service providers/incumbent vendors?
Answer 44. See Question/Answer No. 3 and No. 12.

Question 45. Could you provide details on the previous expenditure associated with this contract?
Answer 45. With the vendors being utilized for this service, Knox County has been invoiced for approximately $1.6 million from October 2023 through present. However, not all of this spend was made in conjunction with a contract. Payment for services rendered but not yet invoiced and/or paid are not reflected in this total. See Question/Answer No. 4 for information on current vendors and rates.

Question 46. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?
Answer 46. The ESS agreement can be viewed here (Item 8F). See Question/Answer No. 4 for information on current vendors and rates.

Question 47. Are there any specific challenges or issues currently being faced with the existing vendors?
Answer 47. None.

Question 48. Can you clarify the expected number of awards for this solicitation?
Answer 48. To better ensure full coverage of the district's needs, Knox County anticipates making a multiple award. However, per Section 1.5 of RFP No. 3635, Knox County reserves the right to make an award on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not make an award.

Question 49. Is there any preference or priority given to local vendors for this contract?
Answer 49. See Question/Answer No. 20.

Question 50. Who were the past vendors and what are the hourly rates paid for all of the disciplines?
Answer 50. Please see Question/Answer No. 4.

Question 51. Can you provide the name and contact information for the individual who will be coordinating the services for the disciplines at the district?
Answer 51. To be determined. See Question/Answer No. 34.

Question 52. Can we bid for other special education disciplines that are not mentioned in the RFP?
Answer 52. No, positions utilized under any contract stemming from this RFP must align with its Scope of Work and the defined positions therein.

Question 53. When is the anticipated award date for this RFP?
Answer 53. See Question/Answer No. 2.

Question 54. Can the district clarify what supervision is needed for the mentioned positions in this solicitation? Is the district looking for direct supervisors of potential staff?

Answer 54. Any awarded firm must provide HR oversight in collaboration with KCS. Vendors should provide supervisory knowledge of all certified employees. KCS will provide on-site district supervision.

Question 55. In reference to Section 3.9, can the district please clarify if vendor(s) are expected to provide specific software to meet KCIT compliance standards?

Answer 55. No specific software is required, but any awarded vendor will be expected to operate in a manner that complies with KCIT standards. Please see Exhibit C (Technology Restrictions on Use of Confidential Information) of RFP No. 3635.

Question 56. Would Knox County accept electronic signatures as part of the physical proposal submission?

Answer 56. Yes.

Question 57. For vendors that offer only virtual services and will not travel to sites: Would the district accept an alternative automobile liability insurance coverage for Hired Autos Only (symbol 8) and Non-Owned Autos only (symbol 9) instead of the "Any Auto Symbol (1)" listed in Attachment C (#3)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 57. Yes and yes.

Question 58. Would the district accept General Aggregate Limits that apply "per Policy" instead of "per Project" listed in Attachment C (#4)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 58. Yes and yes.

Question 59. In the event that the vendor includes exceptions/and or has alternative insurance, can the vendor add a note with the signatures on Attachment C to refer to the requested exceptions on select policies for consideration and negotiation, or should Attachment C be left unsigned until an award?

Answer 59. Leave Attachment C unsigned and clearly note exceptions as outlined in Section 3.17 (Exceptions to Specifications).

Question 60. Can the vendor include the verification as a registered Business Entity from the Tennessee Secretary of State's online services to meet the requirement under Tab II regarding "Knox County Tax License for Organization"?

Answer 60. No, registration with the Tennessee Secretary of State does meet the requirement for a Knox County Tax License. If applicable, proposers must hold a valid Knox County Tax License. Please note that this requirement is only applicable to entities with a physical location within Knox County.

Question 61. Under Tab III, do you require the proposal to include responses to the bullets under Section 4.3 on pages 14-15 regarding "Staffing Firm" and "Fulfillment & Program Management"?

Answer 61. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 62. Does the district require resumes of potential service providers upon proposal submission, and if so, would Knox County accept blind resumes with full names and license numbers withheld?

Answer 62. See Question/Answer No. 22. Blind resumes may be submitted.

Question 63. For Tab IV, would the district consider reviewing the recently completed reference surveys and/or letters to demonstrate experience? These forms typically include the reference name, contact information, score on performance questions, and additional comments regarding their experience with the company.

Answer 63. Proposers may submit any supplemental documentation deemed pertinent to fully detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work. If supplementary documentation such as reference surveys/letters are attached, Attachment A (Reference Form) should still be completed and submitted with the proposal.

Question 64. Do you require the Cost Sheet (Attachment B) to be only included under Tab VIII?

Answer 64. The Cost Sheet should be included under Tab V, as outlined in Section V (Proposal Format). It is not required under Tab VIII.

Question 65. If the Cost Sheet (Attachment B) is only included under Tab VIII, can you confirm that the vendor should submit additional details (models, rate tables, buy-out policies, etc.) regarding its pricing under Tab V?

Answer 65. Please include the Cost Sheet under Tab V. Additional pricing information can be submitted under Tab V as well. However, cost for additional value-added services will not be factored into the pricing evaluation.

Question 66. Under Tab V, should the vendor include details regarding any additional fees separate from the hourly rates listed in Attachment B and separate from other rate options?

Answer 66. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 67. Separate from the hourly rates listed on the Cost Sheet (Attachment B), can the vendor include additional rate structure options, such as rates per assessment or service, under Tab V of the proposal?

Answer 67. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 68. Can you confirm that, after the initial one-year period, the vendor may request and mutually negotiate price increases at the renewal time for approval per Section 2 of Exhibit B?

Answer 68. Yes. Pricing shall remain firm for the initial one (1) year period. At the end of the first one (1) year period, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. If the Contractor's price is increased after the twelve (12) months, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s) following the initial twelve (12) months.

Question 69. Would the district provide its students the hardware (e.g., computer, webcam, headsets, etc.), test kits, supplies, and other materials needed for services?

Answer 69. KCS approved materials will be provided for use by students.

Question 70. Does the district anticipate awarding more than one vendor under this RFP?
Answer 70. Please see Question/Answer No. 48.

Question 71. Is there an anticipated budget or hourly rate cap for services, and if so, what is the estimated budget or cap?
Answer 71. There is not an hourly rate cap for services. The budget for FY26 has not been approved. Usage, and by extension the budget, will be determined by demand.

Question 72. What are the current vendor names and rates for SLP and School Psychologist services?
Answer 72. Please see Question/Answer No. 4.

Question 73. Will the services from this RFP be expected to begin during the 2024-25 SY or begin the 2025-26 SY?
Answer 73. Unknown. Please see Question/Answer No. 2.

Question 74. Regarding Attachment C, Number 4 General Liability, can the district clarify what "per project basis" means? If a vendor's General liability aggregate applies on a per policy basis, will that suffice?
Answer 74. In this instance, the project will refer to an awarded contract and any services provided in conjunction with it. Yes, that will suffice.

Question 75. What are the current rates for each of the services by provider?
School Psychologists/ SLP
- On Site
- Virtual

Instructional Assistants
Answer 75. Please see Question/Answer No. 4

Question 76. Will more than one vendor be awarded?
Answer 76. Unknown. Please see Question/Answer No. 48.

Question 77. Will any redlines/deviations be accepted to the terms?
Answer 77. Exceptions must be noted as outlined in Section 3.17 (Exceptions to Specifications).

Question 78. Are you open to negotiations after the award?
Answer 78. Yes. However, there are some terms and conditions that are non-negotiable. See Section 3.17 (Exceptions to Specifications).

End of Addendum I.
Please acknowledge Addendum I in your response.

Heather Whitehead, CPPB
Knox County Procurement

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: March 7, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Two (2) Pages**

The following is for clarification:

Question 1. Can you confirm whether Knox County is seeking direct staffing agencies for this contract, or if an MSP-led model is also being considered?
MSP (Managed Service Provider): A third-party organization that manages contingent workforce solutions, including staffing suppliers, compliance, invoicing, and performance tracking, on behalf of a client.

Answer 1. Staffing agency

Question 2. What are the anticipated start dates for contracted personnel under this agreement?

Answer 2. Please see Question/Answer No. 2 from Addendum I.

Question 3. Will contracted staff be required to use Knox County Schools' (KCS) provided equipment, or can they use their own?

Answer 3. KCS equipment and materials will be available for use. We are not committing to purchase additional materials at request.

Question 4. Is there a required orientation or training for contracted personnel before placement?

Answer 4. Please see Question/Answer No. 40 from Addendum I.

Question 5. Can you clarify the specific background check and drug screening requirements for different staffing roles?

Answer 5. Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
Background Check Requirements for all roles: Please see Section 3.13 of RFP No. 3635.
Drug Screening Requirements: Anyone who has contact with students is required to have a fingerprinting and drug screening. Any awarded vendor will use a fingerprinting/drug screening service determined by KCS and results will be provided to KCS.
KCS will not be responsible for the costs associated with any screenings required for compliance.

Question 6. Will KCS cover the costs of mandatory background checks, or is this the vendor's responsibility?

Answer 6. No, the cost of background checks will be the vendor's responsibility. However, no background checks need to be completed in advance of the submission of a proposal. The Criminal History Background Check Affidavit (Attachment D) must be executed to verify that a proposer will comply *if* awarded.

Question 7. What is the expected payment cycle for vendors? Will there be any provisions for expedited payment terms?

Answer 7. Knox County prefers a monthly billing cycle. Please see Sections 3.24 & 3.25 of RFP No. 3635 for information related to invoicing procedures.

Question 8. Can you confirm if vendors are expected to provide timekeeping documentation for personnel in addition to invoices?

Answer 8. Yes, A timecard approved by the supervisor of the work location is required.

Question 9. Please confirm whether bidders are required to submit CVs for the proposed supplemental staff as part of the proposal submission.

Answer 9. Please see Question/Answer No. 22 from Addendum I.

Question 10. Do you currently utilize a central VMS or similar platform, or is communication managed solely via email and chat?
VMS (Vendor Management System): A technology platform used to streamline the procurement, management, and tracking of contingent workforce engagements, including job requisitions, timekeeping, invoicing, and reporting.

Answer 10. Email is our preference of communication

Question 11. Have you considered implementing a VMS or a VMS Lite solution?

Answer 11. No

Question 12. Do you have an internal timekeeping system for integration, or should we utilize our own?

Answer 12. Vendors will use our system.

End of Addendum II.
Please acknowledge Addendum II in your response.

Heather Whitehead, CPPB
Knox County Procurement

Attachment B
Contractor's Response

amergis
EDUCATIONAL STAFFING

Connecting people to work that *matters*

RFP 3635

Proposal to Knox County for Supplemental Staffing Services

Due Date: March 13, 2025 @ 2:00 PM

Submitted To
Heather Whitehead, Senior Procurement Analyst
1000 North Central Street
Knoxville, Tennessee 37917
P: 865.215.5754
heather.whitehead@knoxcounty.org

Submitted By
Lexi Stumpe, Business Development Manager
900 South Gay Street, Suite 601
Knoxville, Tennessee 37932
P: 865.291.6472
alstumpe@amergis.com
www.amergiseducation.com

Table of Contents

Tab I. Cover Letter **4**

Tab II. Company Profile **5**

Company Name, Address Telephone/Fax Numbers/Contact Name(s)/Title 5

Proposer's Vendor Number as Assigned by Knox County 6

Employer Identification Number (EIN) 7

Knox County Business Tax License for Organization 8

Acknowledgement of the Receipt of any Addendum Issued 9

Tab III. Approach to Scope of Work **10**

Capabilities, Experience & Qualifications 10

Firm History 10

Differentiators/Key Offerings 10

List of Services 11

Management Support 14

Customer Service 14

Compliance and Privacy Policies 14

Work Schedule 14

School Psychologists 15

Speech-Language Pathologists (SLPs) 16

Consultation and Diagnosis 16

Treatment, Intervention, Management 16

School and Family Collaboration/ Case Management 17

Documentation 17

Instructional Assistants 17

Tab IV. Experience and Qualifications **18**

Nature of Work Performed 18

State Client List 19

References 20

Key Personnel Resumes 20

Management / Oversight 24

Recruitment Screening and Methodology 25

Float Pool 25

Time for Fulfillment 25

Staffing Approach 25

Scope 25

Plan Objectives 25

Screening Process 26

Sourcing 26

Recruitment Timeline 27

Training 28

Crisis Prevention Training 28
CEU/Professional Development 29
Amergis' Code of Conduct and Compliance Training 29
Retention 30
Corrective Action 30
Expectations of the District 31
Billing and Invoice 31
Tab V. Pricing 34
Tab VI. Other Information 36
MaxView 36
Benefits of MaxView 36
Managed Service Provider (MSP) 36
Sunburst Workforce Advisors (SWA) 36
Tab VII. Exceptions 38
Tab VII. Attachments 39

TAB I. COVER LETTER

March 13, 2025

7223 Lee Deforest Drive
Columbia, Maryland 21046
Phone: 888.800.1854
comcgoug@amergis.com

Knox County
Heather Whitehead
1000 North Central Street
Knoxville, Tennessee 37917

Re: RFP #: 3635: Knox County for Supplemental Staffing Services

Dear Ms. Whitehead,

Amergis Educational Staffing, Inc. (Amergis) is proud to submit our proposal for Supplemental Staffing services to Knox County. With more than 20 years in the School Staffing Industry, and over 1,200 satisfied educational clients, our goal each day remains the same: continually improving the experiences of educational customers and the lives of students that we serve. Our team offers Knox County educational staffing services tailored to recruit, hire, and manage school-based professionals (SBPs). We also provide knowledgeable team members who offer customer support in areas such as contracting, business operations, recruitment, and clinical resources.

I am confident that our proposal highlights unique factors that make Amergis the best choice for meeting Knox County's needs. From our personalized service approach, wealth of experience, and extensive recruitment resources, Knox County can trust Amergis to deliver a proven educational staffing solution.

Our goal throughout the proposal is to answer the question, "Why choose Amergis?" Whether it is our personalized approach, our industry experience, or extensive recruitment resources, we have learned that what matters most is understanding your diverse needs and helping create a solution for them. Amergis confirms it meets the qualifications and requirements of the solicitation.

Our local Tennessee office will provide dedicated support to Knox County. Knox County will also have direct access to the resources identified in the Account Management Team table. Additionally, our local office will have support from our Corporate Headquarters in Columbia, Maryland, and other school-based service lines, providing additional recruitment, administrative, and clinical resources.

Account Management Team Contact Information	
Ryan Lamping, Vice President of Sales	rylampin@amergis.com
Daniel Henry, Director of Divisional Strategy	dahenry@amergis.com
Lexi Stumpe, Business Development Manager	alstumpe@amergis.com

As we move forward in the solicitation process, I am confident that our team's commitment to quality, our robust experience as Specialized Service school-based providers, and the scalability of our flexible service offerings demonstrates our ability to provide the highest levels of service for Knox County. I have the authorization to contractually obligate Amergis.

Sincerely,

Scott Carter
Chief Financial Officer

TAB II. COMPANY PROFILE

Company Name, Address Telephone/Fax Numbers/Contact Name(s)/Title

Contractual Contact

Amergis Healthcare Staffing, Inc
Connor McGough, Assistant Controller
7223 Lee Deforest Drive
Columbia, MD 21046
comcgoug@amergis.com
888.800.1854 (Phone)
443.430.7323 (Fax)

Staffing/Purchase Orders/Local Contact

Amergis Healthcare Staffing, Inc.
Lexi Stumpe, Business Development Manager
900 South Gay Street, Suite 601
Knoxville, TN 37932
alstumpe@amergis.com
865.291.6472 (Phone)
877.318.8248 (Fax)

Proposer's Vendor Number as Assigned by Knox County

Amergis' vendor number assigned by Knox County is ***77857***.

Employer Identification Number (EIN)

Amergis' employer identification number is ***83-2976157***.

Knox County Business Tax License for Organization

SHERRY WITT
KNOX COUNTY CLERK
P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0422389

STANDARD BUSINESS TAX LICENSE

Mailing

125077 AMERGIS HEALTHCARE STAFFING, INC.

7223 LEE DEFOREST DRIVE
ATTN: TAX DEPARTMENT
COLUMBIA, MD 21046

Location

AMERGIS HEALTHCARE STAFFING, INC.

900 SOUTH GAY STREET SUITE 601
KNOXVILLE, TN 37902

WILLIAM BUTZ
SCOTT CARTER

LOCAL ACCOUNT NUMBER 125077
STATE ACCOUNT NUMBER 1001070882
TRANSACTION NUMBER
CLASS 03
SALES TAX NUMBER

ISSUE DATE 09/19/24
TAX PERIOD 1/1/2023 - 12/31/2023
PAYMENT DUE BY 4/15/2025
EXPIRATION DATE 05/15/2025

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

DEPUTY CLERK SIGNATURE

WK156 Drawer:140 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

DETACH THIS PORTION FOR CONFIDENTIAL FILE

SHERRY WITT, KNOX COUNTY CLERK

LICENSE
0422389

STANDARD BUSINESS TAX LICENSE

WK156 Drawer: 140 Site: 1
Work Date: 09/19/2024

Acknowledgement of the Receipt of any Addendum Issued

Amergis acknowledges receipt of Addendum #1, dated, February 27, 2025.

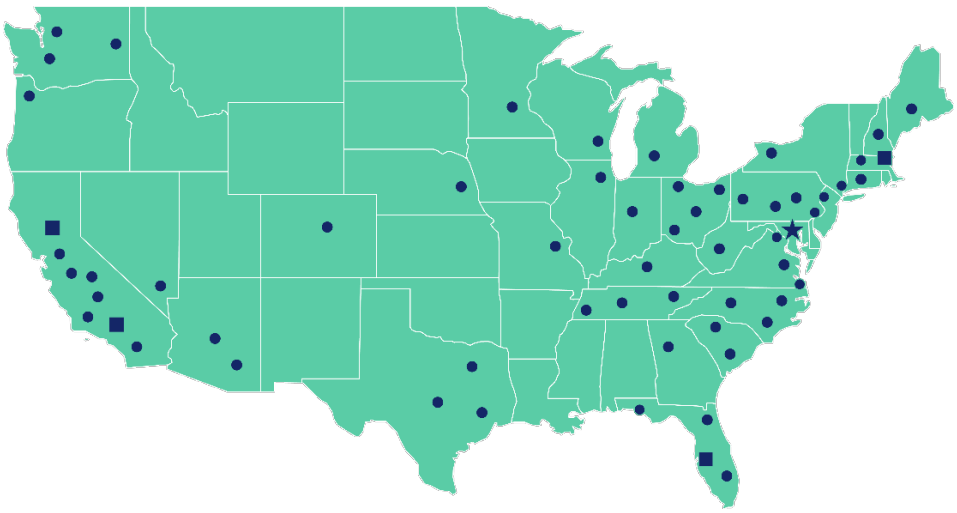
TAB III. APPROACH TO SCOPE OF WORK

Capabilities, Experience & Qualifications

Firm History

We are committed to connecting School Based Professionals (SBPs) to work that matters

Amergis Healthcare Staffing (Amergis), formerly known as Maxim Healthcare Staffing Services, Inc. (Maxim) serves as one of the nation's largest SBP providers, serving millions of students every day



As a privately held and non-franchised company, with more than 70 offices nationwide, we offer customers a vision, focus, and strategy that differs from our large, publicly traded competitors. Amergis does not share the financial and operational constraints of a publicly traded company and can make decisions without the undue pressure of factors such as stock value and marketplace volatility, where the primary focus is on bottom-line financial incentives versus the quality of school-based services delivered. Our processes allows us to remain fiscally responsible while delivering the highest quality of care possible. Our organizational structure gives us the flexibility and adaptability to respond to the changing care and service needs of both our customers and school-based service offerings.

36 years ago in 1988, Amergis was created to address the national nursing shortage. Today, Amergis continues its focus on improving student outcomes through recruiting and placing SBPs with high quality and character. At the core of our mission is our commitment to helping students achieve their educational goals by providing

Amergis differentiates itself in the educational staffing services industry through five key offerings.

Differentiators/Key Offerings

The following five differentiators work together to position Amergis as a leader in providing educational staffing services.

People/Culture

Our approach to educational staffing is rooted in local expertise and a commitment to personalized solutions. Our team members live and work in the communities we serve, giving us a unique understanding of your district's needs and a personal investment in your schools success.

Specialized Delivery & Expertise

Our 950+ ES recruiters understand the unique nuances of their local markets while offering services nationally for high-volume staffing needs and hard-to-fill positions. We believe in the power of face-to-face interaction, conducting in-person interviews, and providing on-site support to both schools and SBPs.

Local Presence with a National Reach

Our nationwide service delivery model is underpinned by a robust infrastructure of 70 brick-and-mortar offices across 34 states, a nationwide network of specialized recruiters, and a dedicated National Delivery Hub. This allows us to provide personalized, localized support, while also possessing the capacity and expertise to handle large-scale, complex staffing projects with unwavering effectiveness.

Value-Based Recruitment Style

Our competitive wages and benefits packages reflect Amergis' commitment to attracting and retaining top-tier talent and fostering strong, supportive relationships with our SBPs. This approach results in higher retention rates and a strong network of peer referrals, ensuring a consistent pipeline of highly qualified candidates.

Comprehensive Educational Staffing

Our proactive staffing solutions set us apart. We actively recruit a diverse pool of talent, spanning all behavioral, nursing, therapy, and related services. Weekly, we staff 12,000 SBPs providing over 330,000 hours of service, in over 1,200 local education agencies and institutions. This allows us to leverage data-driven insights and advanced technology to diagnose staffing challenges and deliver customized solutions. We tailor our approach to offer direct placement, temp-to-perm, or contract staffing, ensuring we meet your precise needs.

List of Services

Amergis provides a variety of professional services to students in group settings or on an individualized basis and can cater to the specific needs of children with developmental disabilities throughout the school day and on field trips. Amergis' SBPs provide exceptional care to K-12 students with various medical conditions and medical needs.

Amergis is rare in the US for its comprehensive experience servicing K-12 in all areas of school-based services in which most are covered under the Individuals with Disabilities Education Act (IDEA). Amergis' specialties include the following services:

- Behavior Services
- Nursing Services
- ***Therapy Services***
- Related Services
- ***Teaching***
- School Administration
- Support Staff

Amergis has developed efficient standard operating procedures (SOPs) that, when combined with our robust and diverse candidate database, allows us to exceed the Supplemental Staffing services needs of Knox County, your students, and your educators.

Management Support

Amergis utilizes an automated cloud-based platform that provides the following services to Knox County.

- Real-time reporting and analytics
- Candidate status portal
- Electronic timekeeping
- Communications hub

Customer Service

At Amergis we pride ourselves in providing customer service that goes beyond industry standards to make our customers feel like they are a part of the Amergis family. We believe that every team member within Amergis is a customer service representative, consistently providing the best care for our employees, clients, SBPs, and staff. The following represent common mechanisms we use to resolve customer service issues:

- **Customer Summary** – As incidents occur, a Customer Service Representative collaborates with the complainant every step of the way. These complaints vary, coming from employees, patients, family members, or anyone who may have a concern or unhappy experience with Amergis' services. Our customer service representatives document the report from start to finish. They remain neutral to provide the best support and to prevent further disputes.
- **Office Summary** – Our Customer Service Representative will contact the office involved with the issue to gather information on the office's behalf. The customer service representative remains neutral during this process.
- **Communicate and Resolve** – Our Customer Service Representative, along with office leadership and all parties involved, will then come to a resolution, and provide this information to the district. After that, a follow-up phone call may be necessary to be sure that all parties are complying with the resolution agreed upon.
- **Track Trends** - The customer service representative keeps track of an issue throughout the resolution process, tracking the trends in incidents and grievances, and communicates this with office leadership. Tracking all complaints and resolutions provides trending analysis for an office to prevent problems. These trends further funnel up to Amergis' Headquarters providing feedback on a national level to encourage steps for continued training of staff.

Compliance and Privacy Policies

Amergis prioritizes the confidentiality of student information and adheres to all applicable regulations, including confidentiality agreements and ethical standards outlined by NASP, HIPAA, FERPA, and IDEA. Our staff are trained on these regulations during onboarding and the information is reinforced in our Employee Handbook. In addition, all our staff undergo orientation by the required departments and agree to being assigned a mentor. We understand and respect that all student records remain the property of the respective school district. Amergis emphasizes the legal and ethical obligations to protect student privacy, both in health and educational matters. This commitment is formalized through our Compliance Program, which all Amergis employees are required to acknowledge and sign. We strive to maintain the highest standards of integrity and compliance in every aspect of our work. For all district specific training that is not included in Amergis onboarding and training, we will work with the district so that each of our SBP's attends district specific training if required.

Work Schedule

All SPBs assigned to district facilities will work variable hours based on needs, which may include full-time, part-time, or as-needed assignments. They will work a minimum of 7 hours and 45minutes per day. Hours will be aligned with

the hours that Knox County Schools are in session. Timesheets will be submitted to the departments as requested each billing cycle.

School Psychologists

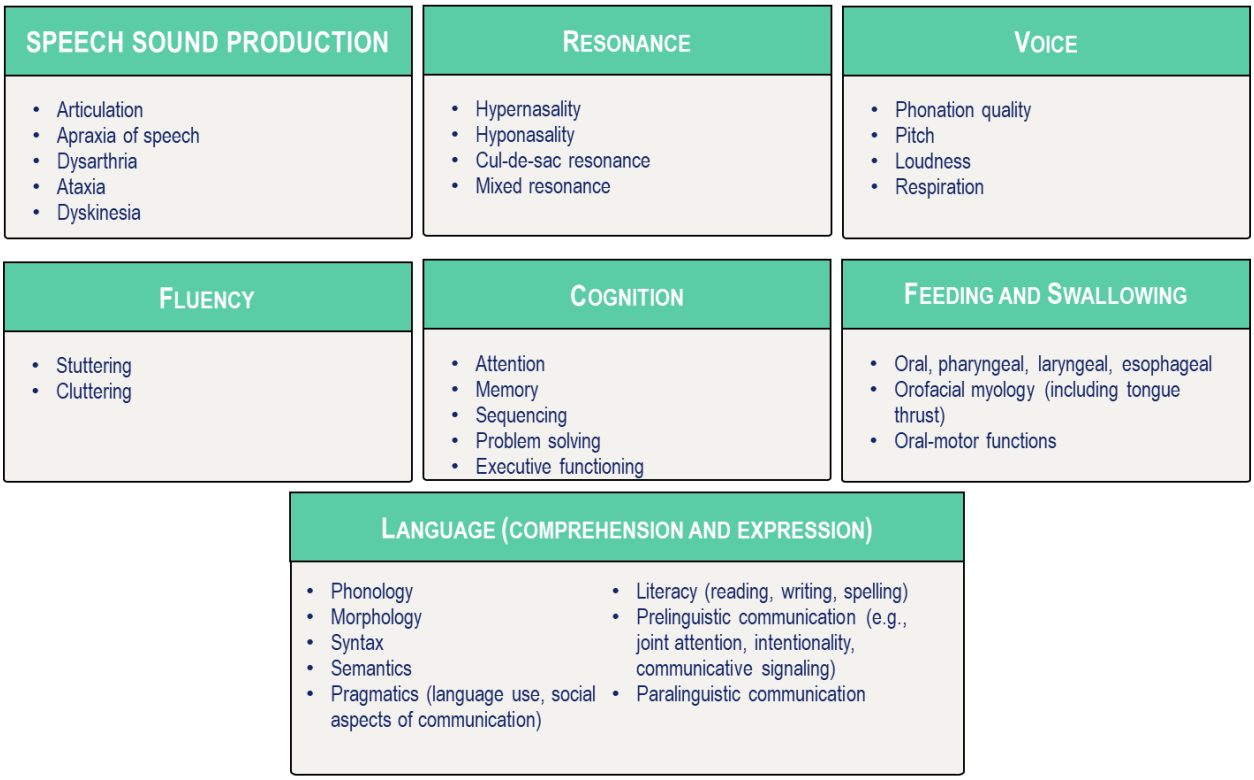
Amergis' school psychologists can provide evaluation, pre-referral consultation, intervention, and/or response to intervention (RTI) as well as screen and identify students referred for possible exceptional education services.

Essential Duties	
Evaluation	
► Conducting psychoeducational assessments and evaluations and reviewing the results of those with all stakeholders through a written report to align with TDOE evaluation procedures related to each eligibility category. ► Consulting with school staff about functional behavior assessments and behavior intervention plans. ► Conducting suicide and/or threat assessments when needed. ► Completing required paperwork, such as prior written notices and re-evaluation summary reports within the data management system; utilizing the other data platforms for information (i.e.,Aimsweb+,ASPEN, TN Pulse).	
Conduct pre-referral consultation/intervention/RTI	
► Act as a member of the pre-referral team with Knox County ► Observe the student(s) ► Consult with the District teachers to add instructional strategies/interventions	► Serve as an assessment specialist who can: ► Screen at-risk students for intervention ► Monitor progress during intervention ► Assess instructional strategies
Monitor response to curriculum modification	
► Serve as an instructional intervention specialist who plans intervention and individual education programs based on all necessary curriculum components and implements or supervises the implementation of intervention	
Participate in on-going training/in-servicing-related activities	
► Serve as a technical assistant to support the implementation of RTI	
Conduct an evaluation of each student assigned that shall include (but is not limited to):	
► Conducting pre-diagnostic meetings to determine scope and sequence of needed evaluations ► Interviewing the child ► Observing classroom behaviors ► Consulting the child's parents and teacher(s) ► Reviewing the child's academic history and current educational functioning ► Conducting psycho-educational evaluations of the child's learning process and level of educational achievement	► Administering specialized evaluations specific to the nature of the child's problems ► Conducting Functional Behavior Analysis, if required ► Helping create Behavior Intervention Plan for student, if required (consultation with team members required for this) ► Attending pre-referral and screening team meetings in buildings assigned ► Participating in the extended IEP team meetings and other such procedures as necessary
As part of the team, determine the nature of a child's problems through a full case study evaluation.	
► Parent conferences ► Classroom observations ► Extended IEP team meetings	► Case follow-ups ► Consultations with teachers, the other diagnosticians assigned to the case, supervisors, and social workers
Meeting Attendance	
► Attending IEP meetings to include consent, eligibility, re-evaluations, manifestation determination meetings, and others as needed. ► Supporting Multi-Tiered System of Supports (MTSS) and Response to Intervention (RTI) frameworks by attending school-level data meetings.	► Participating in collaborative meetings (e.g., S-Teams, data team meetings, and IEP meetings) by reviewing and interpreting student data. ► Attending required meetings, such as staff meetings and in-service day trainings.

Speech-Language Pathologists (SLPs)

Amergis can provide speech therapy services to the Knox County for students under the Individuals with Disabilities Education Act (IDEA) whose speech, language, auditory or swallowing disorder(s) impedes their educational performance. •Amergis will work with the district to provide supervising of SLPs during their Clinical Fellowship year if required. Our SLPs will support practicum and intern students and participate in the Teacher Instructional Growth for Effectiveness and Results (TIGER) evaluation process.

A speech-language specialist will evaluate the student in the following areas:



Consultation and Diagnosis

Depending on the services the student receives, Amergis' speech-language specialist may consult with the classroom teacher to understand the curriculum and projects/books/topics being covered in class. In addition, the speech-language specialist will ask how the student is interacting, along with how communication skills are perceived in the classroom and other settings. Consultations can occur during scheduled Individualized Education Program (IEP) meetings, or meetings can be scheduled between school and IEP team members. The speech-language specialist can also meet with the classroom teacher individually to discuss the student.

Treatment, Intervention, Management

Amergis' speech-language specialist can work with Knox County and families to:

- Develop, select, and prescribe alternative communication tools and strategies
- Build service delivery decisions such as eligibility for services, frequency and duration of services, short- and long-term goals, continuation and release of services across the continuum of care
- Provide support and early intervention for students with speech, language, and auditory disorders
- Act as case manager, service coordinator, and member of IEP/IFSP and transition team
- Address behaviors and environments that affect communication and swallowing

School and Family Collaboration/ Case Management

Amergis' speech-language specialist can collaborate with the Knox County and families to:

- Provide services to students with hearing loss and their families/caregivers
- Participate in care teams, plan lessons with educators, and serve on IEP consultations
- Support funding process for speech-language pathology-related tools and services
- Act as case manager, service coordinator, and member of IEP/IFSP and transition team
- Assist with selection, fit, and appropriate use of assistive devices for communication and swallowing
- Providing resources to school-based staff regarding student concerns

Documentation

As part of the documentation process, Amergis' speech-language specialist will:

- Use collected student data to enhance clinical decision making and determine the appropriate SLP therapies
- Document delivery of services in accordance with acceptable practices and procedures in the school setting
- Updating present levels of performance utilizing data.
- Track face-to-face time with students and/or families, along with total time spent on each case.

Instructional Assistants

Amergis Instructional Assistants will perform on-site instructional and supervisory activities with students under the supervision of the teacher. Contracted instructional assistants will be utilized primarily by the special education department, but may also be utilized as Title I instructional assistants and summer learning camp instructional assistants. Their responsibilities include maintaining student records, administering diagnostic tools, preparing classrooms, and organizing instructional materials. They also monitor and lead classrooms in the teacher's absence, assist students with disabilities in various activities, supervise students on bus trips, and monitor students during recess.

Instructional assistants are expected to attend all in-service and faculty meetings as directed. They must meet the same performance standards as district-employed assistants, maintain respectful relationships within the school, and may be required to ride the bus during contract time. Compliance with KCS District policies, participation in required training, and maintaining confidentiality are crucial. They must not discuss confidential school business or student records outside of school. KCS may provide a computer for their use if necessary.

TAB IV. EXPERIENCE AND QUALIFICATIONS

Amergis Healthcare Staffing (Amergis), formerly known as Maxim Healthcare Staffing Services, Inc. (Maxim) serves as one of the nation's largest SBP providers, serving millions of students every day

As a privately held and non-franchised company, with more than 70 offices nationwide, we offer customers a vision, focus, and strategy that differs from our large, publicly traded competitors. Amergis does not share the financial and operational constraints of a publicly traded company and can make decisions without the undue pressure of factors such as stock value and marketplace volatility, where the primary focus is on bottom-line financial incentives versus the quality of school-based services delivered. Our processes allows us to remain fiscally responsible while delivering the highest quality of care possible. Our organizational structure gives us flexibility and adaptability to respond to the changing care and service needs of both our customers and school-based service offerings.

36 years ago in 1988, Amergis was created to address the national nursing shortage. Today, Amergis continues its focus on improving student outcomes through recruiting and placing SBPs with high quality and character. At the core of our mission is our commitment to helping students achieve their educational goals by providing

Our local Tennessee office, located in Knoxville will provide dedicated support to Knox County for this contract.

Nature of Work Performed

Amergis' collaborative educational staffing approach has garnered the trust of over 1,200 school districts, including public, private, charter, and parochial school customers. As one of the largest suppliers of Related Services staffing nationwide, **Amergis currently partners with several of the largest public-school districts in the US, including Chicago Public Schools (IL), Los Angeles Unified School District (CA), Clark County School District (NV), Houston Independent School District (TX), Hillsborough County Public Schools (FL), Fairfax County Public Schools (VA), Gwinnett County Public Schools (GA) and Wake County Public Schools (NC).**

Quality care starts with our commitment to understanding the dynamics of Knox County and your students' distinctive needs. Because we invest in your community, and have a local presence, we understand how to attract and retain qualified providers who are the perfect fit for your education needs, your culture, and the local community and students you serve. Amergis just isn't an education staffing agency – we're a partner in building a brighter future for every student. With over 100 teams nationwide we ensure that every student, school, and community can feel valued and supported by passionate professionals.

In addition to the Tennessee educational client list below, Amergis works with over 1,200 school districts nationwide. Currently we are providing over 12,000 SBPs weekly. More specifically, we are providing over 930 SLPs, 580 school psychologists, and over 15,500 school aides (instructional assistants).

Our local, diverse, and robust database has the following number of candidates to pull from to satisfy the needs of Knox Conty.

Position	#of Candidates
School Psychologists	147
SLPs	370
Instruction Assistants	1,009

Recruitment Screening and Methodology

The purpose of Amergis' plan is to successfully execute a consistent, compliant, and continuous fill to satisfy the staffing needs of Knox County.

Float Pool

To supplement ongoing recruitment efforts, we will proactively pre-qualify additional candidates for a float pool. This group may act as backup personnel or potential candidates for back-filling positions from any unforeseen scheduling interruptions due to callouts or other potential circumstances.

Time for Fulfillment

Amergis requests advanced notice from Knox County to recruit, screen, orient, and place a qualified and experienced candidate in an optimal timeframe. Through ongoing communication with Knox County personnel, Amergis will develop a staffing plan and begin to proactively build a candidate pipeline of qualified staff.

Staffing Approach

Once Amergis receives notification of a request, **we will respond promptly**. Knox County staffing **needs are always treated as a priority and dealt with at the highest level of urgency.** Amergis will fill these needs on an "as soon as possible" basis with the appropriate professional.

Our team is on call to handle requests after hours, on weekends, and during holidays. In addition, because all of Amergis' employees have been thoroughly credentialed with criminal background checks when presenting a candidate for consideration Amergis is well-positioned to facilitate and advance the placement process in a timelier manner.

Scope

Any staff performing services under any contract resulting from Knox County's RFP will follow Amergis' methodical staffing plan. The plan will require the active and compliant participation of Amergis' account management team, and the personnel placed on assignment at Knox County facilities to successfully execute the contract's scope of work.

It is a standard practice for Amergis' staff to collaborate with the student's team and family to assist in developing and adhering to IEPs and 504 plans, as appropriate per specialty. These staff provide quality services to students from grades K-12. They have a commitment to team participation in the planning and implementation of student programs including special instruction, tutorial assistance, and consultation with general education staff.

Plan Objectives

The objective of Amergis' plan is to ensure that the procured services are implemented and maintained in accordance with the contract requirements**.** Amergis' commitment to quality service and customer satisfaction has solidified our leadership position in the educational staffing industry. Amergis' service approach is designed to achieve and maintain a level of customer satisfaction that meets and/or exceeds the service performance expectations of Knox County.

For this contract, the fundamental factors for maintaining quality service delivery will be bolstered by the effectiveness of:

- Account Management
- Commencement of services on determined contract start date
- Compliant staffing processes
- Ongoing recruitment and structured screening for appropriate placement of SBPs
- Licensure verification, reference, fingerprint, and background check activities

- Competency testing
- Continuing education and orientation activities
- Maintaining a pool of exceptional education resources, particularly those with experience in a school setting
- Evaluation and retention of experienced staff
- Managing performance outputs against contract requirements
- Consistent, open communication with designated Knox County representatives

Completed Application/Interview
Criminal Background Check
Fingerprinting (TBI)
Reference Checks
Supporting I-9 Documentation
Tennessee Department of Education/Ed Code specific credential license/certification
CPR card
Valid Picture ID

Screening Process

Amergis requires each candidate to complete a comprehensive screening process. Before considering a candidate for employment, our credentialing and compliance coordinators verify education, references, prior employment, licenses and certifications, criminal history, and exclusionary checks. After confirming employment eligibility, candidates must complete a skills verification test, compliance training, OSHA training, and complete competency testing in their applied specialty.

Our credentialing team will conduct monthly Employee file updates and audits and verify credentials prior to assignment. Additionally, they will monitor and review the expiration dates on the following documents for each candidate:

With over 12,000 SBPs on assignment weekly, our Educational Services division offers a wide range of personnel to school districts. Amergis' SBPs provide behavioral/ABA, nursing, special education, and related services to name a few. Educational clients utilize our services to address long-term staffing shortages associated with the change in the student population's needs and short-term staff absences. Regardless of the need, Amergis' account management team follows a standard process to expedite the sourcing, screening, and hiring of contracted staff.

Sourcing

Our most important goal is to find and place the highest quality professional that will integrate seamlessly into your school's team! The sourcing process begins with a thorough evaluation of your expectations. O Our teams will diligently match candidates that meet your required skillsets and the personality needed to fit your culture. Our local office will build a customized recruitment plan based on your unique needs, and will bolster its sourcing strategy, leveraging the following:

- Online job board advertising
- Targeted direct mail campaigns
- Email marketing
- Search engine advertising
- Local advertising
- Social media marketing
- Tradeshows and conferences
- Strategic telephone outreach

Through the ongoing communication between Knox County personnel and Amergis' Program Management team, Amergis will develop a staffing plan and proactively build candidate pools for positions requiring quicker start dates and turnaround.

Recruitment Timeline

Below are the estimated timelines from recruitment to orientation/first shift at Knox County facilities.

Training

Amergis strives to maintain its status as an **Employer of Choice** for school-based staffing professionals by providing professional growth opportunities to improve care quality. Care training allows for quality clinical care focused on specific client cases, staffing needs, and educational trends, as well as compliance with state, federal, local, and consumer requirements and certifications, including Joint Commission guidelines. Continuous training and evaluation boost retention, resulting in continuity of care for clients receiving staffing services.

Training	Course Description	Hours/Time	Types of Staff	Occurrence of Training
Orientation	Amergis provides orientation for all new SBPs during their initial stages of employment. We tailor orientations per profession, to familiarize employees with Amergis' policies and procedures. Employees must complete orientation to be eligible for assignment. A member of management signs a copy of the employee's Orientation Checklist and places it in their employee file.	Varies based on role, may be a few hours or a few days	All newly hired staff.	Upon hire
Direct competencies	SBPs must complete all tests/modules with at least a score of 80%. SBPs undergo competency evaluations upon completion and per policy.	1 day to 1 week; based on job description	All clinical direct care employees.	Upon hire and annually per policy.
Compliance Training	Compliance training specifically addresses the skills needed to successfully comply with Federal and Company compliance and Ethics requirements and expectations.	2-8 hours; based on job description	All Amergis employees, including our school-based staffing professionals.	Initial orientation; annually thereafter.
OSHA Blood Borne Pathogens – Part 1 & 2	OSHA training includes common blood-borne pathogens, worker safety, and proper handling.	1 hour	Clinicians	Upon hire; annually
Biomedical Waste	BMW training includes definition, proper handling, and transportation.	2 hours	Clinicians	Upon hire; annually
Recurring Training	As required, Amergis conducts training to appropriately disseminate and educate staff on new policies or procedures. Amergis offers contracted staff Professional Development training, based on service modality and position.	Varies based on the job description	All SBPs	Annually or as needed during the year

SBPs have access to our training sessions complemented with additional online resources to keep them up to date on the latest medical practices. These resources are available, at no cost, to our SBPs, over our internal proprietary platform.

Crisis Prevention Training

Amergis Crisis Prevention Training, provided to all Amergis SBPs, trains staff on appropriately managing challenging student behavior in the school environment. Board Certified Behavior Analysts (BCBA) conduct all trainings and cover 10 core concepts:

- Functions of Behavior
- Environmental Manipulations
- Trauma Informed Care
- Behavior Escalation Cycle
- Types of Communication
- Verbal Escalation Ladder
- Risk Assessment
- Physical Blocking and Redirecting Skills
- Physical Escape and Safety Skills
- Post-Crisis Actions

Amergis teaches a hands-off, verbal de-escalation approach to challenging behavior that aligns with common district policy and promotes safety and security.

CEU/Professional Development

Amergis offers reimbursement for professional development and Continuing Education Unit (CEU) courses to our SBPs. To be eligible for reimbursement, SBPs must select courses from an approved vendor list or obtain approval from the Director of Clinical Operations (DCO). The course must be relevant to SBP's current roles at Amergis. The amount reimbursed is determined by the number of hours worked during the calendar year. Tier 1, for those working 900-1800 hours, allows for a $100 reimbursement; Tier 2, for those working 1800+ hours, allows for $200 reimbursement. To apply for reimbursement, a CEU Reimbursement request must be submitted via the CEU reimbursement tool on the Amergis Intranet.

Amergis' standard professional development training includes but is not limited to the topics below. All hires undergo Amergis' training and orientation before they begin work onsite.

Professional Development Training		
Professional Development	**Frequency**	**Duration**
Understanding Autism	Annually/As Needed	1 hour
Ethical Dilemmas in Healthcare	Annually/As Needed	1 hour
Reporting & Documenting Client Care	Annually/As Needed	1 hour
Professionalism & Work Ethic	Annually/As Needed	1 hour
Working with Difficult & Combative Individuals	Annually/As Needed	1 hour
Infection Control & Hand Washing	Annually/As Needed	1 hour
Working with a Team	Annually/As Needed	1 hour
Personal/Professional Boundaries	Annually/As Needed	1 hour
Legal Issues	Annually/As Needed	1 hour
Personal Safety in the Workplace	Annually/As Needed	1 hour
Critical Thinking Skills	Annually/As Needed	1 hour
Understanding Cultural Diversity	Annually/As Needed	1 hour
General Compliance Training	Pre-Employment/Annually	1 hour
Clinical Compliance Training	Pre-Employment/Annually	2 hours
Blood Borne Pathogen Training – 1&2	Pre-Employment/Annually	1 hour
Facility Staffing Guidelines	Pre-Employment/Annually	30 minutes
Total Number of Hours:		**18 Hours**

Amergis' Code of Conduct and Compliance Training

The goal of Amergis' compliance program is to provide guidance regarding compliance, ethics, and conduct to all employees, contractors, and representatives involved with Amergis. This training program covers topics that include but are not limited to:

- Regulations that address abuse and fraud
- Privacy and Security Overview
- PHI and Confidentiality of Student Information
- Incident Reporting
- Proper documentation of items like timecards

Each training ends with a knowledge test that individuals need to pass with a score of above 80%, lest they risk termination. This training is updated each year to incorporate updates in policies and procedures as they update in the healthcare industry.

As a school-based provider staffing organization, Amergis takes a serious stance towards adhering to our internal policies in keeping with federal, state, and local laws as they govern provisions of healthcare and information management.

Retention

Over the past 36 years, Amergis has become an employer of choice for employees nationwide, largely in part to the emphasis we place on recruiting and retaining staff through our robust Employee Recognition Program. The purpose of this program is to optimize contract fill rates while also mitigating high attrition risks.

Given the scope and nature of our work, we believe in the critical importance of maintaining and enhancing employee engagement. Our experience with large, complex contracts has taught us this is an extremely important component in the wellbeing of our personnel working within high-pressure, volatile environments. We believe this will have a positive impact on continuity of care.

Amergis Employee Benefits & Incentives	
Incentive Type	What is it?
Employee Recognition Awards	Employees are recognized for special contributions as they occur for a project or task, generally accomplished in a short period, including Employee of the Month.
Incumbent Transition Incentive	Incentive given to ensure the timely completion of incumbent onboarding.
Merit-Based Annual and Spot Performance Bonuses	Performance-related incentive program designed to recognize personnel who continuously provide care above performance standards based on measurable criteria.
Professional Development and Enrichment Program	Professional development, enrichment, and educational activities offered by Amergis, in addition to mandatory training required by the government.
Team Relationship Building & Experiential Activities	Program based on both internal Amergis principles and Employee Morale principles for the purposes of driving the development of Optimal-Performance Teams and sustaining healthy work/life balance levels through PMT outings, catered lunches, and extracurricular activities
Continuity of Care & Assignment Commitment Initiative	Incentive designed to mitigate attrition and care disruption risks

Corrective Action

Amergis takes pride in providing customer service that will give Knox County complete confidence in Amergis' program management capabilities. We believe that everyone within Amergis is a customer service representative, consistently providing the best care for our employees, clients, healthcare professionals, and staff.

We follow a documented, disciplined methodology to identify, resolve, and, as appropriate, escalate problems and issues. When Knox County communicates with an Amergis Program Management team member, they record the communication, follow up with the Amergis employee onsite, and record their statement as well.

By sharing employee issues with Amergis, Knox County will benefit from Amergis' Corrective Action and see growth and improvement in employee productivity and service levels. We follow a documented, disciplined methodology to identify, resolve, and, as appropriate, escalate problems and issues. The process facilitates our transparent approach to operations and collaborative problem solving.

We use information shared by the client as well as internal performance and productivity benchmarks to establish the performance levels of our staff. For professionals exhibiting substandard performance, we investigate their work, education, and skills to determine the root cause of the problem and establish a corrective action plan. Our clinical team is involved in relevant concerns and makes recommendations and/or remediations based on clinical expertise.

Expectations of the District

Amergis will rely on the district to provide the necessary supplies and equipment to each of our SBPs to complete their assigned duties, inclusive of testing kits, laptops, and Wi-Fi.

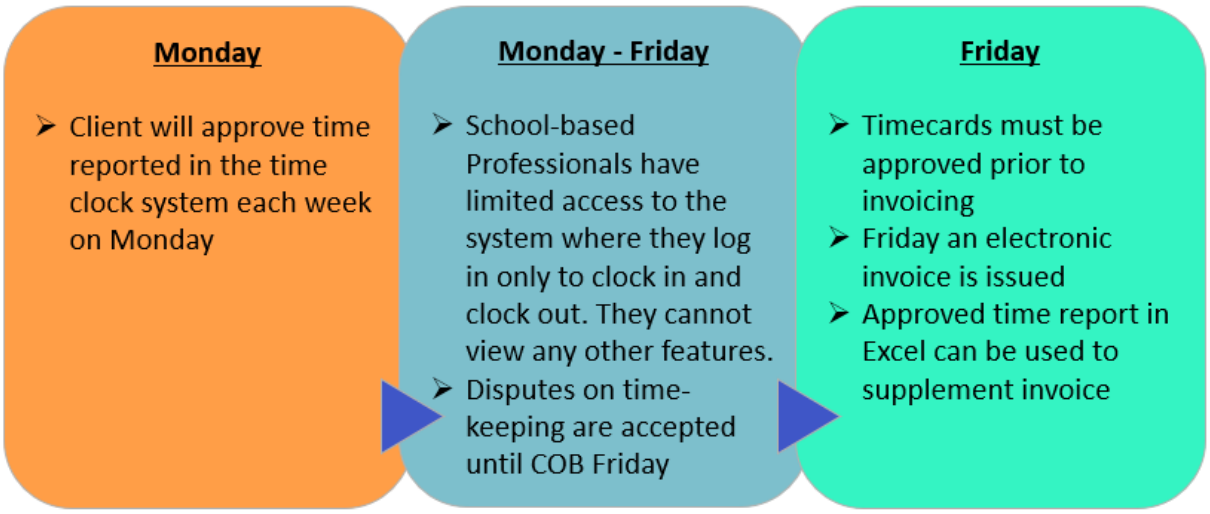
Billing and Invoice

Amergis understands the importance of providing simplified and accurate invoicing. In striving to meet the needs of Knox County, we have developed quality assurance procedures to maintain invoice and billing process integrity. Billing operations begin with the Account Management team, and Amergis corporate headquarters is responsible for payment processing. Through the **following multi-step process, Amergis ensures accurate invoices with the appropriate details, billed in a timely and efficient manner.**

- The billing process begins with the contracted personnel clocking in and out of the electronic time clock.
- Amergis' Account Management team consolidates this information weekly and generates a billing report.
- Amergis sends billing report to Knox County and reviews for accuracy.
- Amergis' billing representative reconciles any discrepancies and notifies Knox County to resolve the discrepancy.
- Amergis generates the updated billing report and sends to Knox County billing representative.
- Knox County billing representative reviews final billing report and produces payment.
- Through this process, no less than two (2) Amergis employees review individual invoices for accuracy before submittal to our customers.

Our invoices contain the school district's name, unit, date of service, shift, class type, employee name, hours worked, and bill rate. **We can customize our invoices to meet any other customer specifications**. Amergis also makes aggregate billing reports available to Knox County on an as-needed basis for audit purposes to further ensure Amergis is meeting its service obligations under this contract.

If our billing team identifies an error, they will enter an adjustment into the billing system to correct the error. This is a rare occurrence; however, we will make an adjustment to the next invoice immediately following the notification of the error.



Amergis is committed to meeting and exceeding all contract requirements regarding invoicing and reporting. Amergis' invoice terms are net/30.

Sample Invoice

Remit Payment to:
Amergis Healthcare Staffing, Inc.
12558 Collections Center Drive
Chicago, IL 60693

School Board
Attn: Example Invoice
123 Anywhere Street
Any Town, NJ 08901

For services rendered at:
Name of School District
123 Anywhere Street
Any Town, NJ 08901

Account Name:	Purchase Order #	Branch	Account #	Period Ending	Invoice #
NBSB	XXXXXXX	XXX	xxxxxxxxxx	00/00/0000	xxxxxxxxxx

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount
07/14/25 Sun	02:45P - 11:00P	Last name, first name	ER	New Brunswick School	XX.XX	8.25	XXX.XX
07/15/25 Mon	02:45P - 11:00P	Last name, first name	ER	New Brunswick School	XX.XX	8.25	XXX.XX
07/16/2 Tue	02:45P - 11:00P	Last name, first name	ER	New Brunswick School	XX.XX	8.25	XXX.XX
07/17/25 Wed	03:00P - 11:00P	Last name, first name	ER	New Brunswick School	XX.XX	8.00	XXX.XX
				Subtotal:		**32.75**	**X,XXX.XX**
					Invoice Total:	**32.75**	**$X,XXX.XX**

Thank you for using Amergis Healthcare Staffing, Inc.
If you have any questions regarding this invoice please contact Janet Larche at 888-800-1854
Pay more conveniently and securely by Electronic funds transfer (EFT) by calling (888) 800-1854 for an enrollment form.
Tax ID #: 83-2976157

Remit Payment to:
Amergis Healthcare Staffing, Inc.
12558 Collections Center Drive
Chicago, IL 60693

NAME OF FACILITY HERE
Accounts Payable
EMAIL ADDRESS OF FACILITY CONTACT
BILL TO ADDRESS

For services rendered at:
NAME OF FACILITY HERE
BILL TO ADDRESS HERE

Account Name	Branch	Account #	Period Ending	Invoice #	Invoice Total
Name of facility here	0818	XXXXXX-XXXX	00/00/0000	xxxxxxxxx	$0,000.00

Invoice #: 1960290587 Check #: _____ Amount Paid ($) _____

Please Return This Form With Your Payment. Thank You.

THIS IS A MANUAL INVOICE. DO NOT SUBMIT FOR BILLING

Thank you for using Amergis Healthcare Staffing, Inc.
If you have any questions regarding this invoice please contact Janet Larche at 888-800-1854
Pay more conveniently and securely by Electronic funds transfer (EFT) by calling (888) 800-1854 for an enrollment form.
Tax ID #: 83-2976157

TAB V. PRICING

Amergis' proposes all-inclusive hourly rates that encompass costs associated with employing and staffing experienced and competent school-based professionals, as well as providing Knox County with comprehensive customer service at both the local and corporate levels. Our proposed hourly rates incorporate the following:

- Employees' annual salaries, including paying local, state, and federal taxes
- Employees' healthcare benefits (medical, dental, vision, and life insurance)
- Customized reporting and invoicing
- Recruiting, screening, and credentialing process (criminal background check, TB test, physical, and drug testing, if applicable)
- Around-the-clock, 24/7/365 coverage and availability.

Amergis understands that to provide an appropriate level of care and dedicated services to Knox County, we must employ experienced professionals in the educational staffing industry, and that we must treat our employees with the utmost respect and compensate them appropriately. We provide our employees with competitive wages based on the local marketplace's living wage standards and the national **Consumer Price Index (CPI).** We also cover our employees' general and professional liability, malpractice, and unemployment insurance, as well as pay all local, state, and federal taxes. For full-time employees (those who work more than 30 hours per week), Amergis also offers a competitive benefits package that includes medical, dental, vision, and life insurance.

Amergis prides itself on delivering dependable, capable educational staffing services. Our proposed pricing reflects Amergis' commitment to upholding our care standards while simultaneously remaining competitive in the educational marketplace.

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3635

To evaluate fairly, the County requires this completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award. In addition to the cost sheet, proposers may submit additional pricing information, but evaluations will be based on the pricing requested here.

Payment terms will be based on an agreed-upon hourly rate structure. Agencies must submit invoices as per district billing cycles.

Full Time Position	Hourly Bill Rate
School Psychologist: On-site	$ 90.00
School Psychologist: Virtual	$ 85.00
Speech Language Pathologist: On-site	$ 85.00
Speech Language Pathologist: Virtual	$ 80.00
Instructional Assistants: On-site	$ 35.00

Please attach a detailed overview of your organization's buy-out policies, if applicable.

Amergis Healthcare Staffing

Hiring of Personnel

Conversion Fee/Buy-Out Policy

Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:

Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

TAB VI. OTHER INFORMATION

MaxView

At Amergis we pride ourselves on simplifying how clients plan and manage their supplemental workforce, which is one of the main reasons why we offer the MaxView cloud-based platform at no additional cost. This turn-key vendor management platform provides improved clarity and transparency into your staffing plan's performance so that Amergis Staffing's clients can run their business more efficiently. The MaxView platform offers a wide variety of features that can simplify workforce management for Amergis Staffing's clients, including:

Real-time reporting and analytics: MaxView provides clients with access to real-time reporting, which offers insight into your facility's current spending and other trends. Additional information such as fill ratio and time to fill is available on a quarterly basis, as well. This information can help clients make informed decisions about their staffing needs.

Candidate status portal: The candidate status portal gives clients visibility into the hiring process and status. Clients can view open positions, candidate pipeline, active staff members, credentials, and bill rates.

Electronic timekeeping: MaxView gives Amergis Staffing's clients access to customizable timekeeping tools that help them efficiently manage their staff members' timecards. This gives staff the ability to conveniently complete time sheets, which then managers receive e-mail alerts for weekly for e-approval.

Communications Hub: MaxView provides a communications hub where clients can send and receive messages from staff, as well as view important announcements. This helps streamline communications, allowing our clients to spend more time on what matters most to their business.

Benefits of MaxView

With its simplified technology that helps recruit quality SBPs while containing costs, MaxView helps our clients get their business one step closer to running more efficiently. These are the benefits of using MaxView:

- Improved visibility into staffing plans and performance
- Faster and more efficient hiring and onboarding processes
- Decreased administrative time.
- Reduced costs
- Increased compliance
- Improved communication with staff

Additionally, MaxView is accessible from anywhere with an internet connection. This makes it a convenient and flexible solution for clients who need to manage their workforce remotely.

Managed Service Provider (MSP)

Sunburst Workforce Advisors (SWA)

SWA, a wholly owned subsidiary of Amergis, provides workforce solutions operating as the Managed Services Provider (MSP) entity within the organization.

Sunburst's supplier network is comprised of more than two hundred supplier partners who cover nursing, allied, locums, and all non-clinical job classifications. By partnering with Sunburst, Knox County will maintain access to its

top suppliers while maintaining optimal staffing levels across its facilities. Sunburst collaborates with them to build a supplier network that compliments their staffing needs. Sunburst's solution offers Knox County vendor panel transparency into agency spend, supplier ranking and hiring-manager feedback.

SWA offers a vendor strategic approach to address contingent staffing challenges. Our approach utilizes workforce management solutions to address these challenges. Sunburst offers innovative solutions utilizing technology to address our customer's contingent staffing needs.

Sunburst collaborates with our customers to build customized workforce management solutions to address contingent staffing challenges such as automating manual processes, decreasing time-to-fill, and increasing fill-rates/retention. Our continually growing team of industry experts will offer in-market guidance on appropriate market pricing and address ways to assume cost reduction of your entire program by leveraging technology Sunburst has a vendor pool of more than 200+ staffing specific suppliers that we have established history who can be recommended to Knox County.

Through our technology platform, we make the requisitioning process streamlined and efficient, providing administrative relief to Knox County's hiring managers. Through established job templates or completely new requisitions, hiring managers can complete the process in as few as one to three clicks.

- Hiring managers can save new job postings created using pre-populated job templates to their quick access preferences.
- Should a hiring manager prefer to create a new requisition without a template, a configurable decision wizard assists using prompted questions for the manager to answer to determine the correct type of requisition, such as contingent worker vs. SOW or fixed price vs. direct hire.

Sunburst will release job requisitions to agencies in a Pending or Open state. Releasing in a Pending status prohibits an agency from submitting any candidates while giving them visibility into an upcoming need. The PMO/MSP may have visibility into an open position before the hiring manager creates a requisition in the system. For example, we can reduce cycle time if agencies can begin sourcing talent for anticipated or visibly pending requisitions when an SOW is in final stages of negotiations. Typically, agencies only submit candidates form open requisitions. Sunburst/Amergis suggests a proactive approach to recruiting that helps in competitive markets.

The Sunburst program management team has a mix of staffing and recruiting industry experience. Combined, the Sunburst leadership team has over one hundred years of acute care staffing experience covering all disciplines including: nursing, allied health, locums, environmental, dietary, IT, and all non-clinical job families. Sunburst' leadership team will ensure the necessary team is experienced, trained, and receives continued education to properly support Knox County at the highest level. The following chart depicts the roles and responsibilities of our Program Management Team members.

Sunburst has multiple VMS providers that offer IRP capabilities and requests the opportunity to further discuss these capabilities, as well as necessary volume related intel from Knox County. The utilization of an IRP will allow to balance the amount of contingent labor sourced from supplier partners versus those employed directly by Knox County.

Having the proper mix of IRP resources will provide significant cost savings, rather than relying heavily on supplier-provided contingent workers. Sunburst can float IRP resources and share across your District at an elevated frequency providing additional flexibility. Sunburst's VMS providers have the industry's best IRP capabilities, and Sunburst would recommend that consider partnerships with these providers during the program implementation process.

TAB VII. EXCEPTIONS

Amergis takes no exceptions to any part of this RFP.

TAB VII. ATTACHMENTS

- Reference Form (Attachment A)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3635

Vendor: Amergis Healthcare Staffing, Inc

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: Metro Nashville Public Schools
Contact Person: Debbie McAdams, Exec. Dir. of Exceptional Education Phone Number: (615) 687-4551
Email Address: Debbie.McAdams@mnps.org
Nature of Contract: Staffing Services
Services Provided: School Psychologists, Special Education Teachers, Instructional Assts, School Nurses, OTs, SLPs
Dollar amount: $ 5,116,552.16 (invoiced) (over life of contract) Not to exceed contract value: $1,200,000.00 (12/11/2024 - 09/30/2026)
Contract start date: 09/23/2020 Contract end date: 9/30/2026

Name of Firm: Kingsport City Schools
Contact Person: Ben Robertson, Asst. Director of Special Education Phone Number: (423) 378-2136
Email Address: brobertson@k12k.com
Nature of Contract: Staffing Services
Services Provided: Special Education Teachers, School Nurses
Dollar amount: $ 189,629.35 (invoiced) (over life of contract) Not to exceed contract value: $125,000.00 (07/01/2024 - 06/30/2025)
Contract start date: 07/21/2021 Contract end date: Indefinite

Name of Firm: Memphis Shelby County Schools
Contact Person: Veronica Hudson, Supervisor of Therapy Svcs Phone Number: (901) 416-5300
Email Address: HUDSONV@scsk12.org
Nature of Contract: Staffing Services
Services Provided: OTs, Instructional Assts, SLIs, SLPs, SLPAs, School Nurses
Dollar amount: $ 696,197.64 (invoiced) (over life of contract) Not to exceed contract value: Unspecified
Contract start date: 07/01/2021 Contract end date: 06/30/2025

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3635

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
YES		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

22. Certificate of Insurance shall show the RFP number and title.

23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: Altus Partners, Inc. Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: Amergis Healthcare Staffing, Inc. Authorizing Signature: _____

Altus Partners Notes:

3. Symbol 1 (Any Auto) - Amergis does not have any "owned" autos and their policy includes symbols 8,9 for hired and non-owned auto liability.

4. Per Project Aggregate Limit - The General Liability aggregate limit is per policy.

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3635

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Scott Carter, President or other Principal

Officer of Amergis Healthcare Staffing, Inc., swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: Ameregis Healthcare Staffing, Inc.
Name of Company

STATE OF ~~TENNESSEE~~ Maryland
COUNTY OF } Howard

Subscribed and sworn before me by Scott Carter,

President or Principal Officer of Amergis Healthcare Staffing, Inc.,

On this 4th day of March 2025.

Farah Chherawalla
Notary Public

My Commission expires: 06/11/2028

FARAH CHHERAWALLA
Notary Public - State of Maryland
Montgomery County
My Commission Expires Jun 11, 2028

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3635

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: 3/4/2025

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: 3/4/2025

Attachment C
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Knox County Government and Knox County Procurement Department by and through its governing body and its authorized representatives, Business Associate ("BA"), and _____ Name of Covered Entity), Covered Entity ("CE")

PURPOSE

A. Covered Entity ("CE") operates a (Medical facility with HCP/ Healthcare Plan/ Healthcare Clearing House) certified in Knox County, Tennessee

B. Business Associate ("BA") is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA.

C. CE and BA intend to protect the privacy of Protected Health Information ("PHI") and electronic Protected Health Information ("e-PHI") disclosed to or created or received by BA pursuant to the Agreement in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services, the privacy and security provisions of the American Recovery and Reinvestment Act (Stimulus Act) for Long Term Care, Public Law 111-5, HITECH Act and other applicable laws.

D. CE and BA agree to comply with the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and its implementing regulations at 16 CFR §681.1 and 16 CFR §681.2.

E. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, including the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, Subparts A and E, the standards relating to Notification in the Case of Breach of Unsecured Protected health Information at 45 CFR Parts 160 and 164, Subparts A and D, and the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and D, as such regulations may be amended from time to time (including, without limitation any amendments required by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") (collectively "HIPAA Regulations")

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions**: The following definitions are used by this Agreement:

1.1 **Agreement** – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a) (2) between a Business Associate and a Covered Entity.

1.2 **Breach** – means the unauthorized acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the protected health information. Except that: a use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514 (e)(2) of the Privacy Rule, date of birth, and zip code does not compromise the security or privacy of the protected health information is deemed not to be a "Breach" for purposes of this agreement. Notwithstanding the foregoing, a Breach does not include: (1) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or BA, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (2) any inadvertent disclosure by an individual who is authorized to access. Protected Health Information at Covered Entity's or BA's facility to another similarly situated individual at the same facility, provided such information is not further

acquired, accessed, used, or disclosed by any person without authorization; and (3) a disclosure of Protected Health Information in a situation in which BA has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

1.3 **Business Associate (BA)** – is a person or entity, other than a member of the workforce of a covered entity CE, who performs functions or activities on behalf of a CE that involves access by the BA to protected health information as described in 45 C.F.R. Section 160.103. A BA is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

1.4 **Covered Electronic Transactions** – shall have the meaning given to the term "transaction" in 45 C.F.R. Section 160.103.

1.5 **Covered Entity (CE)** – as the term referenced to the entity to this agreement is a provider of medical and health services as described in 45 C.F.R. Section 160.103.

1.6 **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.

1.7 **Data Aggregation** – means, with respect to Protected Health Information created or received by BA in its capacity as a BA (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by BA with the Protected Health Information received by BA in its capacity as a BA of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.

1.8 **Designated Record Set** – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

1.9 **Disclose** - means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

1.10 **Effective Date** – means the date the Agreement is fully executed, unless specifically noted otherwise herein.

1.11 **Electronic Health Record** – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.

1.12 **Electronic Protected Health Information** – shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. Section 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity.

1.13 **GINA** - shall mean the Genetic Information Nondiscrimination Act of 2008 (Pub. L. 110-223).

1.14 **HITECH** – means Heath Information Technology for Economic and Clinical Health Act.

1.15 **HHS** – means the United States Department of Health and Human Services.

1.16 **Including** – means "including but not limited to."

1.17 **Individual** – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

1.18 **Integrity** – means that data or information have not been altered or destroyed in an unauthorized manner.

1.19 **Data Set** – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e)(2).

1.20 **Plan –** means the group health plan(s) identified in the introductory paragraph to this Agreement.

1.21 **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.

1.22 **Protected Health Information (PHI)** – shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity. PHI includes both Hardcopy and Electronic Protected Health Information ("phi") and means any information, whether oral or recorded in any form or medium, that

i. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and,
ii. Identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual; and,
iii. Is limited to the information created or received by BA from or on behalf of CE.
iv. Hardcopy Protected Health Information ("paper") is a subset of Protected Health Information and means PHI that is maintained as a paper document.

1.23 **Electronic Protected Health Information ("e-PHI")** is a subset of Protected Health Information and means PHI that is transmitted by or maintained in any electronic media.

1.24 **Required By Law** – means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law and shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.

1.25 **Secretary** – means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

1.26 **Security Incident** – shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR 146.304.

1.27 **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.

1.28 **Standards for Electronic Transactions Rule** – means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.

1.29 **Subcontractor** – means an agent of a BA described in 45 C.F.R. Section 165.103 to whom the BA provides protected health information that the BA creates, receives, maintains, or transmits on behalf of a Covered Entity.

1.30 **Unsecured Protected Health Information** – means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary's guidance, of the media on which the Protected Health Information was stored or recorded.

1.31 **Use** – means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

2. Privacy Provisions

2.1 **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The "business associate" provisions of the Privacy Rule govern the terms and conditions under which the BA may use or disclose Protected Health Information. In general, BA agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) BA can fulfill its contractual obligations under this Agreement. In addition, BA specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

2.2 **Permitted Uses and Disclosures by Business Associate**.

2.2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall comply with the provisions of this Agreement relating to privacy and security of PHI on all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to privacy and security of PHI and that are applicable to CE and/or BA. Except as otherwise limited in this Agreement, BA may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the BA, (ii) as permitted or required by this Agreement, and (iii) as Required by Law. BA may disclose Protected Health Information to other BAs of Covered Entity, or to BAs of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law. If and when BA discloses or makes available Protected Health Information to the sponsor of the Plan, BA agrees to disclose or make available Protected Health Information only to the persons identified in the attached Designated Persons Appendix (which may be updated by Covered Entity and communicated to BA from time to time) for the purpose of performing functions, services, or activities for or on behalf of Covered Entity. Upon Covered Entity's request, BA will provide Protected Health Information to other BAs of Covered Entity that assist in administering the group health plans and that are authorized to receive such information.

2.2.2 Except as otherwise limited in this Agreement, BA may use or disclose PHI consistent with CE's minimum necessary policies and procedures to perform functions, activities, or Services for, or on behalf of CE as specified in the Agreement, provided such use or disclosure would not violate the Privacy and Security Rule if done by the CE.

2.2.3 Disclosure for Management and Administration - Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:

i. Disclosures are required by law; or
ii. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and

iii. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

2.2.4 Data Aggregation - Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.

2.2.5 Report Violations of Law - Except as otherwise limited in this Agreement, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j))(1).

2.2.6 De-identification. The BA may de-identify any and all PHI that it obtains from the CE, but only if such de-identification is accomplished in accordance with the requirements of 45 CFR 514 (a) and (b).

2.2.7 Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (i) to the Limited Data Set, or (ii) if needed by BA, to the minimum necessary (as determined by BA) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. BA's ability to satisfy the requirement of this Section 2.2.7 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time BA will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

2.2.8 Except as otherwise authorized by the Privacy Rule, BA shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Section 2.2.8 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

3. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity, BA will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

4. **Additional Obligations of Business Associate**. Except as otherwise specified in this Agreement, the provisions of this paragraph apply only to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity.

4.1 **Safeguards**. BA agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, BA must comply with the Security Rule by:

4.1.1 Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and ePHI as required by the Agreement, and as required by 45 CFR 164.308, 164.310, 164.312, and 164.316 that the BA receives, creates, maintains, or transmits to the same extent as if the BA were a CE. The BA shall undertake such actions in a manner that is consistent with any guidance issued by the Secretary pursuant to the HITECH Act.

4.1.2 Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the BA agree to comply with the applicable requirements of the Privacy and Security

Rules by entering into a contract or other arrangement that complies with the Privacy and Security Rules.

4.1.3 Promptly report to CE any Security Incident of which BA becomes aware. In addition, BA agrees to promptly notify CE following the discovery of a Breach of Unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to BA or any employee, officer or agent of BA, other than the individual committing the Breach.

4.1.4 BA shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement.

4.2 **Reporting and Mitigation**. Business Associate will report to Covered Entity any acquisition, access, use, or disclosure of Protected Health Information of which BA becomes aware, or that is reported to BA by an agent or Subcontractor, that is in violation of this Agreement.

BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured PHI). BA agrees to reasonably cooperate and coordinate with CE in the investigation of any violation of the requirements of this Agreement and/or any Security Incident or Breach. BA shall also reasonably cooperate and coordinate with CE in the preparation of any reports or notices to the individual, a regulatory body or any third party required to be made under HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules, or regulations, provided that any such reports or notices shall be subject to the prior written approval of CE.

4.3 **Agents and Subcontractors**. BA agrees to enter into an agreement with each of its subcontractors pursuant to 45 CFR 164.308(b)(1) and HITECH 13401. BA shall monitor and ensure, in accordance with 45 CFR 164.502(e)(l)(ii) and 164.308(b)(2), that any agents, including subcontractors and subcontractors of subcontractors, that create, received, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA through this Agreement with respect to such information.

4.4 **Access to Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to provide access, at the request of CE, and in the time and manner designated by the CE, to PHI in a Designated Record Set, to Covered Entity or, as directed by CE, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.5 **Amendment of Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to pursuant to HIPAA Regulations at the request of CE or an Individual, and in the time and manner designated by the CE. If an Individual makes a request for an amendment to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.6 **Disclosure Accounting**. BA agrees to document disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. BA agrees to provide to CE or an Individual, in the time and manner designated by the CE, information to permit CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual. At a minimum, Business Associate shall provide Covered Entity with the

following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. BA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be CE's responsibility to promptly notify BA of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, BA shall track other disclosures and/or make available to CE such information as is necessary for Covered Entity to comply with any additional accounting requirements.

4.7 **Access to Business Associate's Internal Records**. BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CE available to CE or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or BA.

4.8 **Electronic Transactions**. In the event the BA transmits or receives any Covered Electronic Transaction on behalf of CE, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law and shall ensure that any agents and Subcontractors that assist BA in conducting Covered Electronic Transactions on behalf of CE agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

4.9 **GINA**. BA agrees not to use or disclose Protected Health Information that contains genetic information if such use or disclosure would violate GINA.

5. Obligations and Rights of Covered Entity.

5.1 **Notice of Privacy Practices**. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.

5.2 **Requests by Covered Entity**. CE shall not request or direct BA to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CE. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as CE. To the extent a dispute or difference of opinion exists between the BA and CE regarding whether a use or disclosure is permissible, BA may disclose the Protected Health Information under objection pursuant to the specific, written direction of CE. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.

5.3 **Authorizations**. CE shall notify Business Associate of any authorization provided by an Individual to use or disclose Protected Health Information (and any changes in or revocation of such an authorization),, to the extent that such information may affect Business Associate's use or disclosure of Protected Health Information. Upon receipt of such notification, BA shall use or disclose Protected Health Information in accordance with the authorization or changes thereto.

5.4 **Restrictions**. CE shall notify BA of any restriction on the use or disclosure of Protected Health Information to which CE has agreed in accordance with 45 C.F.R. Section 164.522 or is required to agree under HITECH (and any changes to or termination of such a restriction), to the extent that such restriction may affect BA's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual. Upon receipt of such notification, BA shall comply with such a restriction.

5.5 **Agreement Breaches by Business Associate**. If CE obtains knowledge of a pattern of activity or practice of BA that constitutes a material breach or violation of BA's obligations under this Agreement,

CE will take reasonable steps to cure such breach or end such violation. If CE cannot successfully cure the breach or end the violation, CE shall terminate the Agreement in accordance with Section 8.2 if feasible.

6. Electronic Security Provisions

6.1 **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Section 6 along with the other sections of the BA Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the BA may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of CE. In general, BA agrees and intends to act such that (1) CE can fulfill its responsibilities under HIPAA; (2) BA can fulfill its responsibilities under HIPAA; and (3) BA can fulfill its contractual obligations under this Agreement.

6.2 **Obligations of Business Associate.** In accordance with the Security Rule, BA agrees to:

6.2.1 Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying security officer and training personnel. This Section 6.2.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.

6.2.2 Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that BA creates, maintains, receives, or transmits on behalf of CE.

6.2.3 Enter into a written contract with any agent or Subcontractor to whom BA provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Section 6 to BA, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

6.2.4 Report to CE any Security Incident of which BA becomes aware. BA shall provide such notification on a quarterly basis, unless a prompter notice is otherwise required by this Agreement. With respect to Security Incidents that result from an unsuccessful attempt to access, use, disclose, modify, or destroy Electronic Protected Health Information or interfere with system operations in an information system containing Electronic Protected Health Information, the notification required hereunder need only report the aggregate number of such incidents.

6.2.5 Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to BA.

6.3 **Obligations of Covered Entity**. CE shall not request or direct BA to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

7. Breach Notification Requirements

7.1 **Breach Notification**. To the extent BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, as set forth in Section 13402(h) of HITECH, BA shall promptly report to CE any Breach of such Unsecured Protected Health Information by it, its subcontractors or agents of which it becomes aware. Prior to notifying CE of the Discovery of a Breach, BA shall take reasonable steps to satisfy itself based upon reasonable diligence that the acquisition, access, use or disclosure of PHI was not unintentional or

inadvertent. Notification to CE shall be made without unreasonable delay and in no case later than five (5) business days after the earlier of: (i) the first day on which such Breach is known to BA; or (ii) the first day on which such Breach, by exercising reasonable diligence, would have been known to any person (other than the person committing the Breach) who is an employee, officer or other agent of BA. Notification will be made to the CE's Privacy Officer. Notification of the Breach may only be delayed if such delay is required by law enforcement purposes as set forth in 45 C.F.R. Section 164.412. If BA has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, BA shall inform CE within 24 hours of receiving the request. BA shall exercise reasonable diligence and promptly supplement its report with any additional information as may be obtained by BA. BA, its affiliates, agents and subcontractors shall not provide any notification or information regarding any Breach to any person other than CE, except to the extent such action is: (i) required by law, (ii) required under this Agreement, or (iii) taken pursuant to a prior written consent of Covered Entity. Notwithstanding the foregoing, BA may provide information regarding a Breach to its legal counsel.

7.2 **Content of Report**. Notification to CE of a Breach shall include, at a minimum, the following:

7.2.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

7.2.2 A description of the types of Unsecured PHI that were involved in the incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information) and that were or are reasonably believed by BA to have been impermissibly accessed, acquired, used or disclosed;

7.2.3 A fact-specific and detailed risk assessment of whether the incident poses a significant risk of financial, reputational, or other harm to the individual whose Unsecured PHI has been (or is reasonable believed by BA to have been) acquired, accessed, used or disclosed;

7.2.4 Identification of the Individuals whose Unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed;

7.2.5 Any steps Individuals should take to protect themselves from potential harm resulting from the incident;

7.2.6 A brief description of what BA is doing to investigate the incident, to mitigate harm to Individuals, and to protect against any further incidents; and

7.2.7 Any other information reasonably requested by CE to be included in the report.

7.3 **Documentation and Retention**. BA will document all actions described in this Section 7 and maintain such documentation for at least six years from the date the documentation is created or the date it was last in effect, whichever is later.

7.4 **Reimbursement, Mitigation and Cooperation**. BA will reimburse CE for all reasonable and necessary out-of-pocket costs incurred (including without limitation costs associated with providing required notices) as a result of a Breach by the BA, its affiliates, subcontractors or agents. Business Associate further agrees to cooperate with CE as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such a Breach or other use or disclosure of Protected Health Information in violation of the terms and conditions of this Agreement, and fully cooperate with CE on all matters relating to such incident and associated notifications by CE to Individuals, the media, the Secretary, the Federal Trade Commission, or any other governmental entity.

7.5 **Continuing Duty to Report**. Nothing in this Agreement shall be construed to relieve BA of its existing reporting obligations under the Agreement and BA shall continue to report to CE in the time and in the manner provided for in the Agreement. The occurrence of a Security Incident of a use or disclosure of PHI in a manner that is not provided for in the Agreement shall not discharge BA's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.

8. Term and Termination

8.1 **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information provided by CE to BA, or created or received by BA on behalf of CE is destroyed or returned to CE, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 8

8.2 **Termination**. Upon CE's knowledge of a material breach by BA of the terms of this Agreement, CE shall either:

8.2.1 Provide an opportunity for BA to cure the breach or end the violation.
8.2.2 If BA does not cure the breach or end the violation within the time specified by CE, CE shall terminate this Agreement;
8.2.3 If BA has breached a material term of this Agreement and cure is not possible, immediately terminate this Agreement; or
8.2.4 If neither termination nor cure is feasible, CE shall report the violation to the Secretary.

8.3 **Effect of Relationship Termination**.

8.3.1 Except as provided in Section 8.3.2 and/or 8.3.3 of this sub-section, upon termination of the Agreement, for any reason, BA shall return or destroy all Protected Health Information received from or created or received by it on behalf of CE and will certify that such return or destruction has been completed no later than 30 calendar days following the effective date of termination. The certificate of return or destruction should be mailed to Knox County Risk Management, Attn. Privacy Officer, 400 Main Street Suite 345, Knoxville TN 37902. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. BA will not retain any copies of Protected Health Information.

8.3.2 In the event that BA determines that returning or destroying Protected Health Information is infeasible, BA will notify CE in writing, no later than the date required for certification under section 8.3.1, of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible; BA will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BA maintains such Protected Health Information.

8.3.3 Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, BA shall return or provide to CE such information, including Protected Health Information.

9. General Provisions

9.1 **Regulatory References.** Any reference in this Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

9.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CE and/or BA to comply with the requirements of HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. No amendment to this Agreement shall be effective until reduced to writing and duly signed by the authorized representatives of the parties.

9.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. The provisions of this Agreement shall prevail over any provision of any other agreement between the BA and the CE that may conflict or be inconsistent with any provision in this Agreement.

9.4 **Survival.** The respective rights and obligations of BA under this Agreement shall survive the termination of this Agreement and any related agreement, including a services agreement.

9.5 **Indemnity.** The BA agrees to indemnify, hold harmless, and defend the CE and its officers, directors, employees or agents from any claim, cause of action, liabilities, damages, penalties, fines, costs, expenses or other losses (including attorney's fees) arising out of any use or disclosure of PHI by BA or its agents or subcontractors in breach of this Agreement of in violation of State or Federal Law, including without limitation, HIPAA, the HITECH Act, the Privacy Rule, or the Security Rule.

9.6 **No Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

9.7 **Disputes**. If any dispute or claim arises between the parties with respect to this Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties that they reasonably cooperate with each other in the performance of the mutual obligations under this Agreement.

9.8 **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.

9.9 **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.

9.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.11 **Notices.** All notices and communications required by this Agreement shall be in writing and shall be effective upon receipt. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing. Neither party shall refuse delivery of any notice hereunder.

9.12 **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors.

9.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the BA and the CE relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.

9.15 **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise

hereunder.

9.16 **Compliance with HIPAA Transaction Standards.** When providing its services and/or products, BA shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA("Covered Transactions"). BA represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and BA shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. BA agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to CE in any form, including, but not limited to, increased fees. BA shall require all of its agents and subcontractors (if any) who assist BA in providing its services and/or products to comply with these terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

BUSINESS ASSOCIATE:

Knox County, Tennessee

_____

Print Name: _____

Title: _____

Date: _____

By: _____

Title: Mayor of Knox County

Date: _____

COVERED ENTITY:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

Send copy of signed Agreement to:
ATTN: Privacy Officer
Knox County Risk Management
400 Main Street, Suite 345
Knoxville TN 37902

Designated Persons Appendix

Attachment D
Clarifications

Outlook

[External]RE: Follow-up questions regarding RFP No. 3635

From Connor McGough <comcgoug@amergis.com>
Date Tue 4/22/2025 3:56 PM
To Lexi Stumpe <alstumpe@amergis.com>; Heather Whitehead <Heather.Whitehead@knoxcounty.org>
Cc Elizabeth Ross <Elizabeth.Ross@knoxcounty.org>; Daniel Henry <dahenry@amergis.com>

Good afternoon,

We do not file insurance or store data for any students. If Knox County were to request to be labeled as additional insured, it would be the county's information we take on file with our insurance provider rather than any students personal information.

Thank you!

amergis

www.amergis.com

Connor McGough
Assistant Controller - ST

Office: 410-910-1512
Columbia, MD

From: Lexi Stumpe <alstumpe@amergis.com>
Sent: Tuesday, April 22, 2025 3:20 PM
To: Heather Whitehead <Heather.Whitehead@knoxcounty.org>; Connor McGough <comcgoug@amergis.com>
Cc: Elizabeth Ross <Elizabeth.Ross@knoxcounty.org>; Daniel Henry <dahenry@amergis.com>
Subject: Re: Follow-up questions regarding RFP No. 3635

Hi Heather,

I can confirm that we do not house any student data within our internal systems. Our staff can only access student data through hardware/software provided by the district.

Connor, can you speak to the insurance-specific aspect of Heather's question?

Thank you all,

amergis
EDUCATIONAL STAFFING

www.amergiseducation.com

Lexi Stumpe *She/Her*

Business Development Mgr

Mobile: 423-418-0982

Office: 865-291-6472

Knoxville , TN

Book a meeting with me.

From: Heather Whitehead <Heather.Whitehead@knoxcounty.org>
Sent: Tuesday, April 22, 2025 3:05 PM
To: Connor McGough <comcgoug@amergis.com>; Lexi Stumpe <alstumpe@amergis.com>
Cc: Elizabeth Ross <Elizabeth.Ross@knoxcounty.org>
Subject: Follow-up questions regarding RFP No. 3635

Caution: This e-mail originated from outside of the organization. Do not click on any links, open attachments or respond to the sender unless you have confirmed the sender's e-mail address and know the content is safe.

Good Afternoon,

I have a few follow-up questions regarding the proposal your organization submitted in response to Knox County's RFP No. 3635 for Supplemental Staffing Services.

Does your organization file insurance on KCS students and/or input KCS students' data in your systems? Or is all student data located in KCS systems and the clinical staffing companies only provide clinical staff with no KCS student data in their systems?

We may have a few more questions to follow, but wanted to get clarity on the points above before diving in deeper. Any feedback is very much appreciated.

Thank you,

Heather Whitehead, CPPB
Senior Procurement Analyst, Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, TN 37917
865-215-5774
Vendor Registration here.

KNOX COUNTY
TENNESSEE

This message, including any attachments, is for the sole use of the intended recipient(s) and may contain personal, private, or confidential information as defined by Tennessee and/or federal law. If you are not the intended recipient, please contact the sender and destroy all copies of the original message. If you cannot reach the person who sent this message to you, please provide only your name and contact information to the Knox County Privacy Officer at privacy@knoxcounty.org . Knox County is not responsible for errors or omissions in this message. Any personal comments made do not necessarily represent the views of Knox County.

>>>CAUTION<<<

This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

Knox County Government

And

ESS South Central, LLC

This Contract, by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"County"** and **ESS South Central, LLC** hereinafter referred to as **"Contractor."**

Whereas, County has requested sealed proposals for Supplemental Staffing Services (Request for Proposals #3635), the Contractor's response is viewed as the most advantageous to the County and;

Whereas, Contractor agrees and undertakes to provide Knox County, at the price quoted by Contractor for the services requested. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by this document and attachments hereto.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 2 and 17. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County also reserves the right to cancel this Contract with or without cause upon thirty (30) calendar days written notice.

2. Appropriations. In the event no funds are appropriated by the County for Supplemental Staffing Services, in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

3. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of the Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

4. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations

in any manner affecting the provision of Software Management System for Individual Learning Plans, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

5. Delivery. Upon issuance of a signed Purchase Order, Contractor shall render Supplemental Staffing Services for the County in accordance with the Contractor's schedule and coordinated with the County or its designee(s). The County does not guarantee that any quantity of goods/services will be purchased under this agreement.

6. Governing Law and Venue. The laws of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

7. Independent contractor. Contractor shall acknowledge he and his employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Invoicing and reporting requirements. Contractor shall submit a written report with invoice to Knox County each month detailing the services provided in the billing period.

Invoices shall be mailed in duplicate to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

9. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

10. Non-discrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

11. Payment. Contractor shall be paid in accordance with the fee schedule (see Attachment B).

12. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

13. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

14. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act,

occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. Severability clause. If any provision of this Contract is declared illegal, void or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of Knox County.

18. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the expressed written consent of Knox County Government.

19. Contract Documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Attachment A: Knox County RFP No. 3635 for Supplemental Staffing Services + Addendum I & Addendum II
B. Attachment B: Contractor's Response
C. Attachment C: Business Associate Agreement
D. Attachment D: Clarifications

It is agreed that this Contract, represents the entire Contract between the parties and no prior or contemporaneous representations, promises, and agreement, oral or otherwise, not embodied herein shall be of any force or effect.

Should the Contractor fail to provide Supplemental Staffing Services as detailed herein, the County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall have seventy-two (72) hours** to rectify the problem(s).

If the same or other problems persist or reoccur, the County may terminate the Contract upon thirty (30) calendar days written notice.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give County one hundred and twenty (120) business days' advance written notice of said interruption of discontinuance of service prior to interrupting or discontinuing it. Any interruption or discontinuance or service without said advance written notice shall constitute a material breach of this Contract.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2025, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date: _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-2801(c) **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Duplar

DEPUTY LAW DIRECTOR – Signature **DEPUTY LAW DIRECTOR – Printed Name**

Date: 5/19/2025

ESS South Central, LLC

_____ _____

AUTHORIZED SIGNATURE **CONTRACTOR – Printed Name**

_____ **Date:** _____

COMPANY NAME (VENDOR)

Attachment A
Knox County RFP No. 3635
+ Addendum I & Addendum II

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Supplemental Staffing Services** as specified herein. Proposals must be received by **2:00 p.m.** on **March 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3635
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Heather Whitehead, CPPB, Senior Procurement Analyst, at 865.215.5754. Questions may be faxed to 865.215.5774 or emailed to heather.whitehead@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The evaluation criteria can be found in Section 3.15.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their hard copies an exact electronic version of their proposal in a SINGLE FILE on a flash drive.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) business days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of this Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on February 27, 2025**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.26 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment E Iran Divestment Act/No Boycott of Israel Affidavit.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Attachment E Iran Divestment Act/No Boycott of Israel Affidavit.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature, it is current in its respective federal, state, county, and city taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirement for vendors to provide Knox County Schools with Supplemental Staffing Services as desired by Knox County. Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes the cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 **AWARD LENGTH:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.

3.6 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 **CONFIDENTIAL COUNTY DATA:** "Confidential County Data" is defined as data deemed confidential by State or Federal statute or regulation. Contractor shall ensure Confidential County Data, including backup data, is housed in the continental United States, and is encrypted at rest and in transit using the current version of the Federal Information Processing Standard (FIPS) 140-2 validated encryption technologies. Contractor shall enable, by default, Multi-Factor Authentication for any access to Confidential County Data, in accordance with the current version of National Institute of Standards and Technology (NIST) Publication 800-63-3.

Upon termination of this Contract and in consultation with the County, Contractor shall destroy all Confidential County Data it holds, including any copies and backups, in accordance with the current version of National Institute of Standards and Technology (NIST) Special Publication 800-88. Contractor shall provide a written confirmation of destruction to the County within ten business days after destruction.

Contractor warrants to Knox County that it and any data centers used by the Contractor to host County data, including those of all Subcontractors, will cooperate with the County throughout the term of the Contract so that all parties will be in compliance with Knox County Information Technology's (KCIT) enterprise security policies and requirements, and any other state and federal computer security regulations including cooperation and coordination with KCIT's security management team and compliance officers required by its regulations.

Contractor agrees to maintain information systems and applications on a current, manufacture-supported Operating System, in addition to performing updates and installing patches. Operating System is defined as the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

Contractor agrees to perform penetration tests (in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses) and vulnerability assessments (designed and executed to define, identify, and classify vulnerabilities in the processing environment) on an annual basis and remedy any weaknesses or vulnerabilities discovered.

3.10 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.11 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. A sample contract is under Exhibit B for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted.

3.12 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.12.1 Provide competent supervision;
3.12.2 Provide competent personnel;
3.12.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.13 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers must submit with their proposals the completed Attachment D Criminal History Affidavit of Compliance.

3.14 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.15 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Approach to Scope of Work	40 Points
Experience & Qualifications	40 Points
Price	20 Points

As noted in Section 1.5, Knox County will determine the award structure that is in its best interest. Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.16 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions within their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VII of the submittal.

Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.18 **GRANT FUNDING:** The products or services being procured under this solicitation may be funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.20 **HIPAA, BUSINESS ASSOCIATE AGREEMENT, AND RECORD RETENTION:** Based on the determination of Knox County Government, this functions to be performed in accordance with this contract may constitute Business Associate functions as defined by HIPAA. The Contractor shall execute a business associate agreement (BAA) as required by Knox County government per HIPAA regulations in 45 C.F.R. §164.504. If a BAA is applicable, Knox County's BAA must be executed and incorporated into any contract awarded in conjunction with this solicitation.

As stated in section 2.6 of this Proposal, Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services; including Tennessee Code Annotated, as amended, and Records Disposition Authorization specific to protected health information retention.

3.21 **IDENTIFICATION:** Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.22 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign Attachment C and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured.

It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the Contract is in effect.

3.23 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.24 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

3.25 **INVOICING PROCEDURES & PAYMENT SCHEDULE:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail or email invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.26 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.26.1 Respondent must address all submittal requirements as defined in Section V.

3.26.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.26.3 A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.27 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter Contract negotiations with the highest-rated proposer.

If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.28 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.29 **NO CONTACT POLICY:** After the date and time the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.30 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the submission deadline or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposals.

3.31 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.32 **PROPOSAL EVALUATION:** In evaluating the submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.33 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.34 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.

3.35 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.

3.36 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.37 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.38 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.39 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **February 27, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.40 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.41 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

3.42 **TECHNOLOGY RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION:** All awarded vendors will be required to adhere to Exhibit C of this solicitation in the performance of the Contract.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools is a public education agency responsible for the education of approximately 60,000 Pre-K through 12th grade students and employs approximately 9,000 individuals. The district is comprised of 91 locations and includes urban, suburban, and rural settings. Knox County Schools is seeking proposals from qualified agencies to provide supplemental support staff to support the District. This RFP outlines the District's requirements for school psychology services, speech language pathology services and instructional assistants to be delivered in accordance with federal and Tennessee Department of Education standards. Information on historical, current and anticipated usage is detailed below:

School Psychologists
SY 23-24: Two (2) positions filled of seven (7) vacancies
SY 24-25: Four (4) positions filled of seven (7) vacancies

Anticipated demand for School Psychologist is seven (7) positions, in a variety of school locations, across all regions and grade spans. Case load size will vary.

Speech Language Pathologists
SY 23-24: Five (5) to ten (10) positions filled over the course of the school year, on an as-needed basis
SY 24-25: Five (5) to eight (8) positions filled over the course of the school year, on an as-needed basis

Anticipated demand for Speech Language Pathologists is ten (10) positions, in a variety of school locations, across all regions and grade spans. Case load size will vary.

Instructional Assistants
SY 23-24: Approximately one hundred (100) positions filled in approximately half of KCS school facilities across every region served by KCS
SY 24-25: Approximately fifty (50) positions filled in approximately 30% of KCS school facilities across every region served by KCS

Anticipated demand for Instructional Assistants is sixty (60) to one hundred (100) positions, in a variety of school locations, across all regions and grade spans.

- Note: Both School Psychologist and Speech Language Pathologists could be assigned to multiple locations. For efficiency's sake, attempts are made to schedule an entire day at a single location and to minimize the travel time to benefit student services. There is no charge for parking at any or our schools or facilities. If contract employees travel within their workday, the time will be counted toward their work hours, but mileage will not be paid. Neither mileage nor commute time to the first workstation will be reimbursed.

4.2 **SCOPE OF WORK:**

4.2.1 **School Psychologists:** The contracted school psychologists will perform comprehensive psychological services in a traditional school psychologist role, including but not limited to:

- Evaluation
  - Conducting psychoeducational assessments and evaluations and reviewing the results of those with all stakeholders through a written report to align with TDOE evaluation procedures related to each eligibility category.
  - Consulting with school staff about functional behavior assessments and behavior intervention plans.
  - Conducting suicide and/or threat assessments when needed.

- Completing required paperwork, such as prior written notices and re-evaluation summary reports within the data management system; utilizing the other data platforms for information (i.e., Aimsweb+, ASPEN, TnPulse).
- KCS will provide testing materials for use by school psychologist, but school psychologist may use their own materials if that is preferred.

❖ Meeting Attendance
- Attending IEP meetings to include consent, eligibility, re-evaluations, manifestation determination meetings, and others as needed.
- Supporting Multi-Tiered System of Supports (MTSS) and Response to Intervention (RTI) frameworks by attending school-level data meetings.
- Participating in collaborative meetings (e.g., S-Teams, data team meetings, and IEP meetings) by reviewing and interpreting student data.
- Attending required meetings, such as staff meetings and in-service day trainings.

❖ School Psychology Department Specific Requirements
- Participating in and providing continued professional development at the school and district level
- Completing all assigned responsibilities within the same timeframe as those of district-employed school psychologists.
- Performing assigned duties under the direction/supervision of Psych Services supervisor.
- Submitting a timesheet to the Psychological Services supervisor each billing cycle so hours worked can be verified.

❖ Performance Expectations
- Contracted school psychologists must meet the same performance standards and timelines as district-employed school psychologists.
- In-person services are preferred. If working virtually, contracted school psychologists are expected to have knowledge on how to assess and observe students virtually, attend and hold meetings virtually, and complete paperwork using the Tennessee platform, TNPulse.
- Contracted school psychologists must be able to complete comprehensive evaluations according to the state and federal evaluation criteria including the writing of reports, reviewing results in IEP meetings, completing paperwork required accurately.
- KCS will provide a laptop to contracted school psychologists.

❖ Compliance, Confidentiality & Privacy
- All contracted school psychologist must adhere to district policies and procedures, including confidentiality agreements and the ethical standards outlined by NASP.
- Contracted school psychologist will undergo an orientation by the Psychological Services department, and a mentor will be assigned.
- Contracted school psychologist must understand and follow State and Federal Implementation of IDEA.
- Contracted school psychologist shall respect the right of privacy of the students. Confidentiality shall be maintained by all school psychologists except:
  - When exchange of information is governed by FERPA;
  - When there is a clear and present danger to the student or other persons;
  - To consult with another psychologist when it is in the best interests of the student.

❖ Work Schedule
- Contracted school psychologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A work day is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.
- Contracted school psychologists may occasionally have to work outside of the 7.75 hour work day in order to meet required deadlines. Additional hours worked to meet required deadlines will not be compensated.
- Contracted school psychologists must submit a timesheet to the Psychological Services Department Supervisor each billing cycle so hours worked can be verified.

4.2.2 Speech-Language Pathologists: The contracted speech-language pathologists (SLP) will perform comprehensive speech-language pathology services in a traditional Speech-Language Pathologist role, including but not limited to:

- Case Management
  - Conducting student observations.
  - Conducting hearing screenings of caseload.
  - Case management- responsibilities to include:
    - Gathering documentation for S-Team process.
    - Scheduling IEP meetings.
    - Collaboration with all stakeholders.
    - Co-Planning and consideration of grades, lessons and instructional supports.
  - Providing appropriate researched based services utilizing strategies that are recognized and supported by KCS and the ASHA community.
  - Progress monitoring including direct, consultative, and related services.
  - IEP development
    - Updating present levels of performance utilizing data.
    - Developing goals and/or objectives.
    - Attending and/or leading IEP meetings.
  - Providing interventions to support students.
  - Providing effective communication with staff, administrator, colleagues, parents and district staff.
  - School Psychologists are required to track face-to-face time with students and/or families, along with total time spent on each case.
- Meeting Attendance
  - Attending S-Team meetings.
  - Attending and/or leading IEP meetings.
- Speech & Language Department Specific Requirements
  - Supervising SLPs during their Clinical Fellowship year.
  - Supporting practicum and intern students.
  - Participating in the Teacher Instructional Growth for Effectiveness and Results (TIGER) evaluation process.
  - Attending all school and district required professional development requirements.
  - Providing resources to school-based staff regarding student concerns.
  - Submitting Medicare billing on behalf of students and families.
- Performance Expectations
  - Contracted speech-language pathologists must meet the same performance standards and timelines as district-employed speech-language pathologists.
  - In-person services are preferred.
  - KCS will provide a laptop to contracted speech language pathologists.
- Compliance, Confidentiality & Privacy
  - Adhering to all KCS District policies and KCS speech and language department practice and procedures.
  - Obtaining permission to evaluate for both initial evaluations and re-evaluations.
  - Contracted SLPs must understand and follow State and Federal Implementation of IDEA.
- Work Schedule
  - Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A workday is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.
  - Contracted Speech-Language Pathologists may occasionally have to work outside of the 7.75 hour work day in order to meet required deadlines. Additional hours worked to meet required deadlines will not be compensated.
  - Contracted Speech-Language Pathologists must submit a timesheet to the Speech & Language Department Supervisor each billing cycle so hours worked can be verified.

4.2.3 Instructional Assistants: The contracted instructional assistants will perform on-site instructional and supervisory activities with students under the supervision of the teacher. Contracted instructional assistants will be utilized primarily by the SPED Department, but may also be utilized as Title I instructional assistants and summer learning camp instructional assistants.

- ❖ Responsibilities/Job Duties
  - Reporting to principal/supervisor and working under the direct supervision of the classroom teacher unless otherwise assigned by the appropriate supervisor.
  - Maintaining student records as directed by the classroom teacher.
  - Administering all diagnostic tools as directed by the teacher.
  - Preparing the classroom and organizing all instructional materials and equipment as directed by the teacher.
  - Monitoring and leading the classroom when the teacher must attend staffing meetings, provide consultation, etc.
  - Assisting students with toileting, feeding, lifting, and other self-help activities in settings involving students with disabilities or very young students, as required. Lifting, bending, and good general health and mobility are required.
  - Assisting in the supervision of students on bus trips as directed by the building-level administrator.
  - Supporting specific students with disabilities while eating breakfast and lunch in the cafeteria.
  - Monitoring students during recess or playground duty.
  - Performing other routine duties as assigned by the building-level administrator subject to the approval of the supervisor.
  - Performing other duties as assigned within the school day.
- ❖ Meeting Attendance
  - Attending all in-service and faculty meetings when directed to do so by the principal or supervisor within the school day.
- ❖ Performance Expectations
  - Contracted instructional assistants must meet the same performance standards and timelines as district-employed instructional assistants.
  - Contracted instructional assistants may be asked to ride the bus during contract time.
  - Contracted instructional assistants must establish and maintain satisfactory, respectful working relationships within the school environment.
  - KCS will provide a computer for use by instructional assistants if deemed necessary.
- ❖ Compliance, Confidentiality & Privacy
  - Adhering to all KCS District policies and department specific practices and procedures.
  - Participating in required training from both the TN Department of Education and Knox County Schools.
  - Maintaining confidentiality. Contracted instructional assistants must not discuss confidential school business, or student records in or out of school.
- ❖ Work Schedule
  - Contracted Instructional Assistants will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A workday is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.

4.3 CAPABILITIES, EXPERIENCE & QUALIFICATIONS

- ❖ Staffing Firm
  - Proposers are to provide a firm history and identify their number of years in business, along with local service areas. Proposers must provide an overview of past projects that demonstrate its ability to provide the services detailed herein.
  - Proposers are to submit a list of its Tennessee educational client list.
  - Proposers must complete and include Attachment A (References) in Tab VIII of the submittal. Failure to include the attached form will be considered during the evaluation process and may result in the references not being scored.
  - Proposers must provide resumes of key personnel who shall be assigned by the firm and identify the minimum qualification of any professional that will be assigned to KCS in conjunction with this contract.
  - The firm should have the ability to provide oversight of the contracted employees sufficient to ensure professional job expectations are being adequately met.

- ❖ School Psychologists
  - Must hold and maintain current licensure or certification as a school psychologist in Tennessee and maintain licensure/certification for the duration of the contract term.
  - Minimum of three (3) years of experience as a school psychologist, with at least one year working in Tennessee.
  - If applying for a virtual position, preference for those who have worked both in person and virtually.
  - Must pass background check(s) and drug screening(s).
- ❖ Speech Language Pathologists
  - Secure and maintain all state licensure and ASHA mandated requirements.
  - Minimum of three (3) years of experience as a speech language pathologist, with at least one year working in Tennessee.
  - Must pass background check(s) and drug screening(s).
- ❖ Instructional Assistants
  - Must be 21 years of age .
  - High school diploma (or GED).
  - Contracted Instructional Assistants assigned to Title I schools should be highly qualified (must have completed two years of college or pass the Paraprofessional exam).
  - Sufficient experience so that with appropriate training, services may be provided in the specific role for which employed. KCS will provide school-based training along with specialized training such as diapering and use of equipment and wheelchairs, to be determined based on the classrooms' and students' specific needs.
  - Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable. Awarded proposers must have, maintain and provide upon request documentation demonstrating educational assistants are highly qualified.
- ❖ Fulfillment & Program Management
  - Proposers must submit an overview of its recruitment, screening, training process utilized to include orientation, compliance training and ongoing training.
  - Proposers must provide a tentative timeline for recruitment, screening, orientation and placement of qualified professionals once a request for a placement is made. Proposer must also detail any retention efforts that will support a continuity of service for Knox County.
  - Proposer must provide an overview of its program management team and approach. Detail how unsatisfactory performance should be reported and how such matters will be resolved.
  - Proposer must detail any expectations and requirement of Knox County in relation to these efforts.
  - Please provide an overview of timekeeping, billing and invoices procedures. For billing purposes, along with the invoicing, awarded proposers will be required to have, maintain and provide upon request documentation that personnel were in attendance for the days they are being paid for as well as documentation of salary and associated costs.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **APPROACH TO SCOPE OF WORK (40 POINTS)**

Proposer must detail how its assigned staff will provide supplemental staffing services to identified students in a manner that supports the KCS, as well as the management plan that will be implemented. Information provided must fully address each of the requirements outlined in the Scope of Work.

TAB IV **EXPERIENCE & QUALIFICATIONS (40 POINTS)**

Proposers must thoroughly detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work.

- Reference Form: Completed Attachment A should be included under Tab VIII.

TAB V **PRICING (20 POINTS)**

- **Cost Sheet:** Attachment B. Proposers must submit the attached cost sheet with their response. Failure to include pricing on the attached cost sheet will be considered during the evaluation process and may be just cause to deem the proposal non-responsive.

TAB VI **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VIII **ATTACHMENTS**

- References (Attachment A)
- Cost Sheet (Attachment B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3635

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3635

To evaluate fairly, the County requires this completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award. In addition to the cost sheet, proposers may submit additional pricing information, but evaluations will be based on the pricing requested here.

Payment terms will be based on an agreed-upon hourly rate structure. Agencies must submit invoices as per district billing cycles.

Full Time Position	**Hourly Bill Rate**
School Psychologist: On-site	$
School Psychologist: Virtual	$
Speech Language Pathologist: On-site	$
Speech Language Pathologist: Virtual	$
Instructional Assistants: On-site	$

Please attach a detailed overview of your organization’s buy-out policies, if applicable.

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3635

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
YES		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

22. **Certificate of Insurance shall show the RFP number and title.**

23. **Other insurance required _____.**

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3635

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____day of _____2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3635

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the government-wide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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.

Procurement of recovered materials.
Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT B
SAMPLE CONTRACT
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Supplemental Staffing Services for Knox County Government and Knox County Schools (Request for Proposals #3635) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals' specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of April 2025 and ends upon the 31st day of March 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial one (1) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first one (1) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Foreign Language Interpretation Services per the Contractor's response to Request for Proposals #3635 and negotiations; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Supplemental Staffing Services pursuant to Request for Proposals #3635.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Supplemental Staffing Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

SAMPLE

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Supplemental Staffing Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Supplemental Staffing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Supplemental Staffing Services for the County in accordance with Request for Proposals #3635.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

SAMPLE

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3635
B. Contractor's Response to Request for Proposals #3635

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

EXHIBIT C
TECHNOLOGY RESTRICTIONS ON USE OF
CONFIDENTIAL INFORMATION
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Proposers must adhere to the following:

Any and all personally identifiable student or employee information including but not limited to name, address, telephone number, teachers, classes, grades, digital media and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by District in writing. This restriction against release or disclosure also precludes sharing of data by Independent Contractor with any affiliate of Independent Contractor unless such sharing is expressly permitted under the Contract or is expressly granted in writing by District.

In addition, all information, and the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Independent Contractor from District, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Independent Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.

Independent Contractor agrees that any personally identifiable student data it obtains from the District shall only be used for the purpose of providing the contracted product or service to the District according to the terms of the Contract. Independent Contractor may not sell student data. (This does not prevent transfer of student data by purchase or merger of the Independent Contractor, so long as the successor entity remains bound by and in compliance with the terms of this agreement.)

Independent Contractor may not use personally identified student data for any secondary purpose including targeted advertising. Independent Contractor may (a) use student data for adaptive learning or customized student learning processes; (b) market an educational application to a student's parent or guardian if Independent Contractor did not use student data shared by or collected on behalf of the District to do so; (c) use a recommendation engine within Independent Contractor's internal application to recommend learning or employment related content or services to the student, but only if the recommendation is not motivated by consideration from another party; (d) respond to a student request for information or feedback, but only if the response is not motivated by consideration from another party; use student data to allow or improve functionality of Independent Contractors' internal application; and identify for the student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if Independent Contractor obtains, through the District, the written consent of the student's parent or guardian (or the student if age 18 or older or emancipated). (Written consent may not be required in certain instances for an Independent Contractor which is a national assessment provider.)

Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Independent Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all electronically maintained or transmitted Confidential Information.

Any data that is transmitted to/from District will be secure. Any electronic data stored by the vendor must be secure and backed up with a tested data recovery strategy in place as approved by District.

Within thirty (30) business days of termination, cancellation, expiration, or other conclusion of the Contract, or within thirty (30) days of a request by District with regard to any portion of the data, Independent Contractor shall return to District or if return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in possession of Independent Contractor and certify in writing that all copies of the confidential information in its possession have been destroyed. This requirement shall not apply, and Independent Contractor may retain, personally identifiable student data if Independent Contractor has obtained written consent of the student's parent or guardian (or from the student if 18 or older or emancipated) and provides documentation of that consent to the District.

These obligations shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in

Independent Contractor's possession prior to receipt from an District school, its faculty staff or students; or (c) is received by Independent Contractor independently from a person or entity free to lawfully disclose such information other than an District school, its faculty, staff, or students.

Contractor warrants and represents that it shall, at all times, comply with the terms of this Agreement and with FERPA, COPPA, and all applicable laws of the state of Tennessee and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information as that term is defined by this agreement, FERPA, COPPA, or applicable laws of the state of Tennessee.

Independent Contractor agrees that District or its designee may, upon request, audit Independent Contractor to verify compliance with the applicable requirements of law.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: February 27, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Eight (8) Pages**

The following is for clarification:

Question 1. Will the District accept a proposal for Speech & Psychology Staffing only?
Answer 1. Yes. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on a schedule basis.

Question 2. When would this contract begin?
Answer 2. Contract(s) will be executed as expeditiously as possible. Board of Education and County Commission approval will be required for any contract stemming from this solicitation. BOE agenda dates and deadlines can be viewed here.

Question 3. Who are your current vendors for the 2024-25 school year?
Answer 3. Academic Staffing (an ESS Company)
ESS South Central, LLC (ESS Support Services Source 4 Solutions)

Question 4. What is the current rate per hour you are paying for SLP services? For Psychology services?
Answer 4. Academic Staffing (An ESS Company)
School Psychologists - $94.50/hour
SLP - $94.50/hour

ESS Support Services (Source 4 Solutions)
Special Education TAs - $187.33/day

Question 5. Has the District's current vendor(s) been successful in filling all open positions?
Answer 5. The vendor has filled all Instructional Assistant and SLP positions but has not been able to fill all School Psychologist vacancies.

Question 6. Will the District supply assessment materials for contractors for both f2f assessments and virtual assessments?
Answer 6. The District will provide for on-site evaluations. No materials are readily available for virtual assessments.

Question 7. Will the District provide a staff person to facilitate virtual therapy with the students?
Answer 7. Yes, if that method is utilized.

Question 8. Will the District accept licensed therapy assistants?
Answer 8. No.

Question 9. Will the District provide laptops to vendors' therapists?
Answer 9. Yes. Please see 4.2.1 and 4.2.2 (Performance Expectations) of RFP No. 3635.

Question 10. Will Knox County accept proposals for Instructional Assistant staffing solutions that utilize qualified international candidates on approved visas that include J-1 and H2B?
Answer 10. Yes, if candidates meet position requirements. KCS will not be responsible for any fees associated with obtaining or maintaining the visas.

Question 11. You are requesting a proposal and rate for both on-site speech therapy and virtual teletherapy. Will the district provide an on-site facilitator for the teletherapy services or does the contracting company have to provide facilitators? These are individuals that assist the tele-therapist with scheduling the children for teletherapy sessions. They are also usually the ones in charge of making sure the child gets to where they have to be for the teletherapy session.
Answer 11. See Question/Answer No. 7.

Question 12. Is this a new contract or renewal of an existing contract?
Answer 12. Knox County has not solicited these services previously, but we have utilized a cooperative agreement. This solicitation could result in the award of a new contract(s).

Question 13. If there is an existing contract, could you please share the names of the current vendors and their pricing?
Answer 13. See Question/Answer No. 3, Question/Answer No. 4 and Question/Answer No. 12.

Question 14. What is the estimated budget for this contract?
Answer 14. Information not available- annual budget will be determined by district needs and allocations.

Question 15. Is it mandatory to subcontract?
Answer 15. No.

Question 16. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?
Answer 16. Please see Question/Answer No. 1.

Question 17. Is there a minimum number of hours required for the service?
Answer 17. No. Demand will be determined by open positions and student needs. Instructional Assistants are typically needed for a full day, but there are part-time possibilities for SLPs and School Psychologists.

Question 18. Is this a new initiative? If so, could you kindly confirm the names of the current incumbents and the contract budget?
Answer 18. Please see Question/Answer No. 3 and Question/Answer No. 14.

Question 19. What is the allocated budget for this RFP?
Answer 19. Information not available. The FY26 budget has not been approved.

Question 20. Is there a preference for local vendors for this project?
Answer 20. No.

Question 21. Are there any mandatory compliance or regulatory obligations associated with this RFP?

Answer 21. Yes. See RFP No. 3635 for the requirements associated with this RFP and any subsequent award. RFP No. 3635, along with any addenda issued in conjunction with RFP No. 3635, will be incorporated into any subsequently awarded contract. A sample contract has been included as an exhibit to RFP No. 3635.

Question 22. Should we include candidate resumes with the proposal submission? If so, could you suggest the actual or sample resume required per position?

Answer 22. The inclusion of resumes is not a specific requirement, but proposers must thoroughly detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 23. Could you specify the number of positions required for this project?

Answer 23. Information not available as numbers vary. Section 4.1 of RFP No. 3635 provides information on past and current usage as well as *anticipated* demand.

Question 24. Is there any mandatory subcontracting requirement? If so, what is the goal for subcontracting? Will good faith efforts be accepted in meeting certain requirements?

Answer 24. Please see Question/Answer No. 15.

Question 25. Page 14 Monitoring and leading the classroom when the teacher must attend staffing meetings, provide consultation, etc. Will there still be a sub teacher in the room with the para when the teacher isn't present?

Answer 25. An Instructional Assistant may be left alone with students to continue the learning process for meetings. Substitutes are utilized for all-day teacher absences.

Question 26. Page 13 states that Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. Can we bid on the full-time and part-time positions only? We don't have a pool of SLPs to cover as-needed positions.

Answer 26. Our goal will be to hire full-time personnel, part-time services may be used when full-time is not available. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on schedule basis, so accommodation of as-needed assignments is not strictly required.

Question 27. When is the estimated contract award date, and how will the district communicate award status to vendors?

Answer 27. See Question/Answer No. 2. Knox County Procurement will send out an Intent to Award Notification to each successful vendor and an Unsuccessful Notification to each vendor who is not awarded. Notifications will be sent via email to the contact person identified in each vendor's proposal.

Question 28. How many hours are there per school day? How many school days are there per year?

Answer 28. A workday is KCS is 7 hours and 45 minutes. A duty-free lunch is included in that time. The State of Tennessee requires a minimum of 180 classroom instructional days per year.

Question 29. In the case of a multi-vendor award, how will referrals/assignments be dispersed?

Answer 29. It will be up to the discretion of Knox County Schools as to which awarded vendor(s) will be utilized.

Question 30. Is there a pre-bid conference, and if so, what is the date?
Answer 30. No, there is no pre-bid conference scheduled in conjunction with the RFP.

Question 31. Will you accept assistants (SLPAs)?
Answer 31. No.

Question 32. Who is your current vendor(s) for these services?
Answer 32. Please see Question/Answer No. 3.

Question 33. Are you utilizing any other programming for these positions?
Answer 33. See Question/Answer No. 3 for information on current vendors. KCS endeavors to hire internal personnel to fill these positions before contracted personnel are utilized.

Question 34. Who will the vendor work with directly within the district?
Answer 34. KCS operates with a team approach. Individuals involved may include an HR representative, SPED Program Supervisors, and Title 1 personnel.

Question 35. Does the district currently have a provider for these positions? If so, is there a contract in place, and when does it expire? Can you please provide a copy of the current contract?
Answer 35. Please see Question/Answer No. 3 and No. 12. The ESS agreement can be viewed here (Item 8F).

Question 36. What positions are being filled by the current provider, and how many for each position?
Answer 36. Section 4.1 of RFP No. 3635 provides information on past and current usage.

Question 37. What is the Bill Rate for the contracted positions?
Answer 37. Please see Question/Answer No. 4.

Question 38. Could you please share the current pay rates for all positions included in the RFP?
Answer 38. Please see Question/Answer No. 4

Question 39. Are there any specific performance metrics tied to these positions?
Answer 39. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position, along with that of the firm.

Question 40. If additional training is required, will the district compensate the provider's employees for completing the training?
Answer 40. Knox County expects vendors to present candidates that meet the defined requirements without needing to complete additional outside training. Our contracted employees may participate in district training provided for internal employees. Time spent in district-sponsored trainings will be compensated.

Question 41. Will the district require the vendor to provide district-specific professional development or training for paraeducators and therapists beyond the initial training?
Answer 41. See Question/Answer No. 40. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position including ongoing training requirements.

Question 42. Once a new provider is selected, what is the expected transition timeline?
Answer 42. See Question/Answer No. 2.

Question 43. Will there be an opportunity for current staff to transition to the new provider?
Answer 43. Unknown.

Question 44. Is this a newly initiated project, or is it a continuation of an existing one? If it is ongoing, kindly provide the names of the current service providers/incumbent vendors?
Answer 44. See Question/Answer No. 3 and No. 12.

Question 45. Could you provide details on the previous expenditure associated with this contract?
Answer 45. With the vendors being utilized for this service, Knox County has been invoiced for approximately $1.6 million from October 2023 through present. However, not all of this spend was made in conjunction with a contract. Payment for services rendered but not yet invoiced and/or paid are not reflected in this total. See Question/Answer No. 4 for information on current vendors and rates.

Question 46. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?
Answer 46. The ESS agreement can be viewed here (Item 8F). See Question/Answer No. 4 for information on current vendors and rates.

Question 47. Are there any specific challenges or issues currently being faced with the existing vendors?
Answer 47. None.

Question 48. Can you clarify the expected number of awards for this solicitation?
Answer 48. To better ensure full coverage of the district's needs, Knox County anticipates making a multiple award. However, per Section 1.5 of RFP No. 3635, Knox County reserves the right to make an award on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not make an award.

Question 49. Is there any preference or priority given to local vendors for this contract?
Answer 49. See Question/Answer No. 20.

Question 50. Who were the past vendors and what are the hourly rates paid for all of the disciplines?
Answer 50. Please see Question/Answer No. 4.

Question 51. Can you provide the name and contact information for the individual who will be coordinating the services for the disciplines at the district?
Answer 51. To be determined. See Question/Answer No. 34.

Question 52. Can we bid for other special education disciplines that are not mentioned in the RFP?
Answer 52. No, positions utilized under any contract stemming from this RFP must align with its Scope of Work and the defined positions therein.

Question 53. When is the anticipated award date for this RFP?
Answer 53. See Question/Answer No. 2.

Question 54. Can the district clarify what supervision is needed for the mentioned positions in this solicitation? Is the district looking for direct supervisors of potential staff?

Answer 54. Any awarded firm must provide HR oversight in collaboration with KCS. Vendors should provide supervisory knowledge of all certified employees. KCS will provide on-site district supervision.

Question 55. In reference to Section 3.9, can the district please clarify if vendor(s) are expected to provide specific software to meet KCIT compliance standards?

Answer 55. No specific software is required, but any awarded vendor will be expected to operate in a manner that complies with KCIT standards. Please see Exhibit C (Technology Restrictions on Use of Confidential Information) of RFP No. 3635.

Question 56. Would Knox County accept electronic signatures as part of the physical proposal submission?

Answer 56. Yes.

Question 57. For vendors that offer only virtual services and will not travel to sites: Would the district accept an alternative automobile liability insurance coverage for Hired Autos Only (symbol 8) and Non-Owned Autos only (symbol 9) instead of the "Any Auto Symbol (1)" listed in Attachment C (#3)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 57. Yes and yes.

Question 58. Would the district accept General Aggregate Limits that apply "per Policy" instead of "per Project" listed in Attachment C (#4)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 58. Yes and yes.

Question 59. In the event that the vendor includes exceptions/and or has alternative insurance, can the vendor add a note with the signatures on Attachment C to refer to the requested exceptions on select policies for consideration and negotiation, or should Attachment C be left unsigned until an award?

Answer 59. Leave Attachment C unsigned and clearly note exceptions as outlined in Section 3.17 (Exceptions to Specifications).

Question 60. Can the vendor include the verification as a registered Business Entity from the Tennessee Secretary of State's online services to meet the requirement under Tab II regarding "Knox County Tax License for Organization"?

Answer 60. No, registration with the Tennessee Secretary of State does meet the requirement for a Knox County Tax License. If applicable, proposers must hold a valid Knox County Tax License. Please note that this requirement is only applicable to entities with a physical location within Knox County.

Question 61. Under Tab III, do you require the proposal to include responses to the bullets under Section 4.3 on pages 14-15 regarding "Staffing Firm" and "Fulfillment & Program Management"?

Answer 61. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 62. Does the district require resumes of potential service providers upon proposal submission, and if so, would Knox County accept blind resumes with full names and license numbers withheld?

Answer 62. See Question/Answer No. 22. Blind resumes may be submitted.

Question 63. For Tab IV, would the district consider reviewing the recently completed reference surveys and/or letters to demonstrate experience? These forms typically include the reference name, contact information, score on performance questions, and additional comments regarding their experience with the company.

Answer 63. Proposers may submit any supplemental documentation deemed pertinent to fully detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work. If supplementary documentation such as reference surveys/letters are attached, Attachment A (Reference Form) should still be completed and submitted with the proposal.

Question 64. Do you require the Cost Sheet (Attachment B) to be only included under Tab VIII?

Answer 64. The Cost Sheet should be included under Tab V, as outlined in Section V (Proposal Format). It is not required under Tab VIII.

Question 65. If the Cost Sheet (Attachment B) is only included under Tab VIII, can you confirm that the vendor should submit additional details (models, rate tables, buy-out policies, etc.) regarding its pricing under Tab V?

Answer 65. Please include the Cost Sheet under Tab V. Additional pricing information can be submitted under Tab V as well. However, cost for additional value-added services will not be factored into the pricing evaluation.

Question 66. Under Tab V, should the vendor include details regarding any additional fees separate from the hourly rates listed in Attachment B and separate from other rate options?

Answer 66. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 67. Separate from the hourly rates listed on the Cost Sheet (Attachment B), can the vendor include additional rate structure options, such as rates per assessment or service, under Tab V of the proposal?

Answer 67. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 68. Can you confirm that, after the initial one-year period, the vendor may request and mutually negotiate price increases at the renewal time for approval per Section 2 of Exhibit B?

Answer 68. Yes. Pricing shall remain firm for the initial one (1) year period. At the end of the first one (1) year period, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. If the Contractor's price is increased after the twelve (12) months, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s) following the initial twelve (12) months.

Question 69. Would the district provide its students the hardware (e.g., computer, webcam, headsets, etc.), test kits, supplies, and other materials needed for services?

Answer 69. KCS approved materials will be provided for use by students.

Question 70. Does the district anticipate awarding more than one vendor under this RFP?
Answer 70. Please see Question/Answer No. 48.

Question 71. Is there an anticipated budget or hourly rate cap for services, and if so, what is the estimated budget or cap?
Answer 71. There is not an hourly rate cap for services. The budget for FY26 has not been approved. Usage, and by extension the budget, will be determined by demand.

Question 72. What are the current vendor names and rates for SLP and School Psychologist services?
Answer 72. Please see Question/Answer No. 4.

Question 73. Will the services from this RFP be expected to begin during the 2024-25 SY or begin the 2025-26 SY?
Answer 73. Unknown. Please see Question/Answer No. 2.

Question 74. Regarding Attachment C, Number 4 General Liability, can the district clarify what "per project basis" means? If a vendor's General liability aggregate applies on a per policy basis, will that suffice?
Answer 74. In this instance, the project will refer to an awarded contract and any services provided in conjunction with it. Yes, that will suffice.

Question 75. What are the current rates for each of the services by provider?
School Psychologists/ SLP
- On Site
- Virtual

Instructional Assistants
Answer 75. Please see Question/Answer No. 4

Question 76. Will more than one vendor be awarded?
Answer 76. Unknown. Please see Question/Answer No. 48.

Question 77. Will any redlines/deviations be accepted to the terms?
Answer 77. Exceptions must be noted as outlined in Section 3.17 (Exceptions to Specifications).

Question 78. Are you open to negotiations after the award?
Answer 78. Yes. However, there are some terms and conditions that are non-negotiable. See Section 3.17 (Exceptions to Specifications).

End of Addendum I.
Please acknowledge Addendum I in your response.

Heather Whitehead, CPPB
Knox County Procurement

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: March 7, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Two (2) Pages**

The following is for clarification:

Question 1. Can you confirm whether Knox County is seeking direct staffing agencies for this contract, or if an MSP-led model is also being considered?
MSP (Managed Service Provider): A third-party organization that manages contingent workforce solutions, including staffing suppliers, compliance, invoicing, and performance tracking, on behalf of a client.

Answer 1. Staffing agency

Question 2. What are the anticipated start dates for contracted personnel under this agreement?

Answer 2. Please see Question/Answer No. 2 from Addendum I.

Question 3. Will contracted staff be required to use Knox County Schools' (KCS) provided equipment, or can they use their own?

Answer 3. KCS equipment and materials will be available for use. We are not committing to purchase additional materials at request.

Question 4. Is there a required orientation or training for contracted personnel before placement?

Answer 4. Please see Question/Answer No. 40 from Addendum I.

Question 5. Can you clarify the specific background check and drug screening requirements for different staffing roles?

Answer 5. Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
Background Check Requirements for all roles: Please see Section 3.13 of RFP No. 3635.
Drug Screening Requirements: Anyone who has contact with students is required to have a fingerprinting and drug screening. Any awarded vendor will use a fingerprinting/drug screening service determined by KCS and results will be provided to KCS.
KCS will not be responsible for the costs associated with any screenings required for compliance.

Question 6. Will KCS cover the costs of mandatory background checks, or is this the vendor's responsibility?

Answer 6. No, the cost of background checks will be the vendor's responsibility. However, no background checks need to be completed in advance of the submission of a proposal. The Criminal History Background Check Affidavit (Attachment D) must be executed to verify that a proposer will comply *if* awarded.

Question 7. What is the expected payment cycle for vendors? Will there be any provisions for expedited payment terms?

Answer 7. Knox County prefers a monthly billing cycle. Please see Sections 3.24 & 3.25 of RFP No. 3635 for information related to invoicing procedures.

Question 8. Can you confirm if vendors are expected to provide timekeeping documentation for personnel in addition to invoices?

Answer 8. Yes, A timecard approved by the supervisor of the work location is required.

Question 9. Please confirm whether bidders are required to submit CVs for the proposed supplemental staff as part of the proposal submission.

Answer 9. Please see Question/Answer No. 22 from Addendum I.

Question 10. Do you currently utilize a central VMS or similar platform, or is communication managed solely via email and chat?
VMS (Vendor Management System): A technology platform used to streamline the procurement, management, and tracking of contingent workforce engagements, including job requisitions, timekeeping, invoicing, and reporting.

Answer 10. Email is our preference of communication

Question 11. Have you considered implementing a VMS or a VMS Lite solution?

Answer 11. No

Question 12. Do you have an internal timekeeping system for integration, or should we utilize our own?

Answer 12. Vendors will use our system.

End of Addendum II.
Please acknowledge Addendum II in your response.

Heather Whitehead, CPPB
Knox County Procurement

Attachment B
Contractor's Response

KCS
KNOX COUNTY SCHOOLS

ESS
Every day counts.

Presented to

Knox County Schools
Proposal Number 3635
Supplemental Staffing Services
March 13, 2025

Presented by

ESS
Mike DeMarco
Executive Vice President South Central
610.731.9062 | MDeMarco@ESS.com

Original

Printed on Recycled Paper

Table of Contents

Tab I – Cover Letter 4

Executive Summary 6

Tab II – Company Profile 8

Company Profile 9

Addendum I 10

Addendum II 18

Tab III – Approach to Scope of Work 20

Delivering Results to KCS with Complete Employee Management 21

Identifying the Perfect Fit for Every Position 23

Community Recruiting: Strategies Tailored Specifically to Knox County Schools 24

Rigorous Screening Ensures Qualified Educators 27

A Training Program Designed for KCS 29

Efficient, Informative Hiring to Welcome New Employees 35

ESS Employee Absentee Planning 36

Employee Retention to Ensure Consistency 38

Managing Employees to Maximize Classroom Impact 42

Providing Relief for KCS Administrators 44

Advanced Systems 46

Robust Reporting Keeps Decision-Makers Informed 49

Seamless Implementation Aligned to Your District's Goals 50

Tab IV – Experience & Qualifications 51

Company Background 52

History with Knox County Schools and Tennessee School Districts 53

ESS Case Studies 56

Supporting Education Differently 58

Management Team Built for Maximum Support 60

Local Support Team 63

Regional Support Team 64

Corporate Support Team 71

Tab V - Pricing 75
Attachment B - Cost Sheet 76
Tab VI – Other Information 77
Additional Services 78
Tab VII - Exceptions 80
Exceptions 81
Tab VIII - Attachments 82
References (Attachment A) 83
Insurance Checklist (Attachment C) 84
Criminal History Check Affidavit (Attachment D) 90
Iran Divestment Act (Attachment E) 91

Tab I – Cover Letter

March 13, 2025

Heather Whitehead, CPPB
Senior Procurement Analyst
Knox County Schools
1000 North Central Street, Suite 100
Knoxville, TN 37917

Dear Ms. Heather Whitehead and the Evaluation Team,

ESS is pleased to submit our proposal in response to Supplemental Staffing Services in Knox County Schools (KCS). Over the past two school years, we have been privileged to partner with KCS to support its staffing needs for instructional assistants, school psychologists, and speech-language pathologists (SLPs), ensuring students receive the high-quality support they deserve.

Through our dedicated District resources, we have fostered strong relationships with District administrators and individual schools. This hands-on approach has allowed us to understand and anticipate the unique needs of KCS, resulting in improved recruiting, hiring, and placement processes to fill critical staffing gaps. Our commitment to collaboration and responsiveness has made a meaningful impact, ensuring continuity of service and enhanced educational support for students and staff alike.

As we look forward to continuing our partnership, ESS remains committed to providing innovative staffing solutions, a seamless hiring process, and dedicated support tailored to Knox County Schools' evolving needs. We appreciate the opportunity to serve your District and welcome the chance to discuss how we can further enhance our services.

Thank you for your time and consideration.

Kindest Regards.

Mike DeMarco, Executive Vice President South Central
MDeMarco@ESS.com

Steve Gritzuk, Chief Operating Officer
SGritzuk@ESS.com

Executive Summary

On behalf of the entire ESS team, we would like to extend our sincere appreciation for the opportunity to submit our proposal to Knox County Schools. We are eager to continue our partnership with your District. ESS exclusively serves the PreK-12 market, and we are fully committed to delivering KCS an education-focused permanent staffing solution through exceptional recruiting and hiring outcomes while effectively leveraging District and community support. We are confident that only we, through our established and successful partnership, understand the key factors that will provide success with your supplemental staffing program. Further, we believe the dedicated management team we have provided your District with customized recruiting plans and systems will continue to provide exceptional service and give you confidence in our partnership's success.

Outlined below are the primary advantages of KCS' continued partnership with ESS.

The Benefits of Our Established Partnership

One of the greatest benefits of a continued partnership with ESS is that Knox County Schools has already undergone our transition process. Your District will not have to go through a time-consuming transition period. Instead, KCS will carry on with our proven supplemental staffing program. Since we first established our partnership in 2023, ESS has invested significant effort into providing and evolving a best-in-class program for your District and your students.

The ESS District Team for Knox County Schools is dedicated to providing first-class customer service to your District each and every day. Your administration, faculty, staff, ESS employees who work in your facilities will benefit from the continuation of our partnership as they already understand our policies and procedures, they have formed relationships with our management team, and they know how our program operates within your schools, and they will not need to reapply to another service provider as they will continue forward as an ESS employee. Most importantly, your students will benefit from the consistency of working with familiar staff.

Dedicated Management Team with Regional and Corporate Support

Knox County Schools will continue to enjoy the individualized attention of your dedicated ESS District Team. Executive Vice President of Operations Mike DeMarco, Vice President of Operations Becky Saffles, Vice President Yeva Wilford, Regional Manager Ingrid Ahmad, and Local Account Manager Heather Maples serve as your District's main points of contact with ESS. Becky and Heather will continue to work together with KCS' administration to ensure your program needs are met. Your schools will continue to benefit from hands-on support. This team will maintain its strong presence in your District because we understand the importance of availability and accountability right at home.

Live Training

Knox County Schools supplemental employees are provided the most comprehensive training in the industry. All supplemental employees participate in an orientation prior to working in your schools. These training sessions allow for a level of completeness and assessment that is simply not possible through methods utilized by other providers. Further, these training sessions provide one final check to ensure the employees meet the requirements of the positions they are about to fill and will be successful in doing so. This training program is fully customized to meet your District's specific needs.

Incentives and Retention of Valuable Employees

Retaining valuable supplemental employees is essential to continuity in your District's schools. ESS has established several employee incentive initiatives to demonstrate to our staff how valuable they are to our team and your District. Each month, we raffle gift card prizes to exemplary staff who meet or exceed certain work frequency and performance qualifications. In addition to our monthly raffles, ESS offers cash incentive programs such as raffle opportunities during American Education Week for all ESS instructional assistants employed within the District.

We also encourage District employees to nominate exceptional staff for the ESS Employee of the Month, where we award winners with a gift card, a letter of appreciation, and a certificate of excellence for their hard work. Additionally, supplemental employees are encouraged to take advantage of our Employee Referral Program, earning money for their successful referrals to our team.

On a local level, your Local Account Manager will offer your supplemental employees many appreciation gifts throughout the school for special occasions, holidays, "thank you" gifts, and many other opportunities to earn rewards, gifts, and monetary incentives.

Conclusion

ESS understands the needs of Knox County Schools and has the unique solutions that will continue to deliver an exceptional quality of education to your students. KCS can depend on ESS to continue to provide unmatched customer service, significant resources, and a team that cares about your schools, your students, and your community.

We thank you for this opportunity and greatly look forward to our continued partnership with Knox County Schools.

Tab II – Company Profile

Company Profile

Company Name, Address, Telephone/Fax Numbers:	ESS South Central, LLC 1 Medical Drive, Paragould, AR 72450 800.641.0140/870.565.1011
Contact Name(s) and Information:	Mike DeMarco, Executive Vice President Becky Saffles, Vice President of Operations
Proposer's Vendor Number as Assigned as assigned by Knox County:	86196
Employer Identification Number (EIN):	20-5920655
Knox County Business Tax License for Organization (If Applicable):	Not Applicable
Knox County Business Tax License(s) for Subcontractor(s) (If Applicable):	Not Applicable
Acknowledgment of the Receipt of Addendum Issued:	Addendum I received February 27, 2025 Addendum II received March 7, 2025

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: February 27, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Eight (8) Pages**

The following is for clarification:

Question 1. Will the District accept a proposal for Speech & Psychology Staffing only?
Answer 1. Yes. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on a schedule basis.

Question 2. When would this contract begin?
Answer 2. Contract(s) will be executed as expeditiously as possible. Board of Education and County Commission approval will be required for any contract stemming from this solicitation. BOE agenda dates and deadlines can be viewed here.

Question 3. Who are your current vendors for the 2024-25 school year?
Answer 3. Academic Staffing (an ESS Company)
ESS South Central, LLC (ESS Support Services Source 4 Solutions)

Question 4. What is the current rate per hour you are paying for SLP services? For Psychology services?
Answer 4. Academic Staffing (An ESS Company)
School Psychologists - $94.50/hour
SLP - $94.50/hour
ESS Support Services (Source 4 Solutions)
Special Education TAs - $187.33/day

Question 5. Has the District's current vendor(s) been successful in filling all open positions?
Answer 5. The vendor has filled all Instructional Assistant and SLP positions but has not been able to fill all School Psychologist vacancies.

Question 6. Will the District supply assessment materials for contractors for both f2f assessments and virtual assessments?
Answer 6. The District will provide for on-site evaluations. No materials are readily available for virtual assessments.

Question 7. Will the District provide a staff person to facilitate virtual therapy with the students?
Answer 7. Yes, if that method is utilized.

Question 8. Will the District accept licensed therapy assistants?
Answer 8. No.

1

Question 9. Will the District provide laptops to vendors' therapists?
Answer 9. Yes. Please see 4.2.1 and 4.2.2 (Performance Expectations) of RFP No. 3635.

Question 10. Will Knox County accept proposals for Instructional Assistant staffing solutions that utilize qualified international candidates on approved visas that include J-1 and H2B?
Answer 10. Yes, if candidates meet position requirements. KCS will not be responsible for any fees associated with obtaining or maintaining the visas.

Question 11. You are requesting a proposal and rate for both on-site speech therapy and virtual teletherapy. Will the district provide an on-site facilitator for the teletherapy services or does the contracting company have to provide facilitators? These are individuals that assist the tele-therapist with scheduling the children for teletherapy sessions. They are also usually the ones in charge of making sure the child gets to where they have to be for the teletherapy session.
Answer 11. See Question/Answer No. 7.

Question 12. Is this a new contract or renewal of an existing contract?
Answer 12. Knox County has not solicited these services previously, but we have utilized a cooperative agreement. This solicitation could result in the award of a new contract(s).

Question 13. If there is an existing contract, could you please share the names of the current vendors and their pricing?
Answer 13. See Question/Answer No. 3, Question/Answer No. 4 and Question/Answer No. 12.

Question 14. What is the estimated budget for this contract?
Answer 14. Information not available- annual budget will be determined by district needs and allocations.

Question 15. Is it mandatory to subcontract?
Answer 15. No.

Question 16. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?
Answer 16. Please see Question/Answer No. 1.

Question 17. Is there a minimum number of hours required for the service?
Answer 17. No. Demand will be determined by open positions and student needs. Instructional Assistants are typically needed for a full day, but there are part-time possibilities for SLPs and School Psychologists.

Question 18. Is this a new initiative? If so, could you kindly confirm the names of the current incumbents and the contract budget?
Answer 18. Please see Question/Answer No. 3 and Question/Answer No. 14.

Question 19. What is the allocated budget for this RFP?
Answer 19. Information not available. The FY26 budget has not been approved.

Question 20. Is there a preference for local vendors for this project?
Answer 20. No.

Question 21. Are there any mandatory compliance or regulatory obligations associated with this RFP?
Answer 21. Yes. See RFP No. 3635 for the requirements associated with this RFP and any subsequent award. RFP No. 3635, along with any addenda issued in conjunction with RFP No. 3635, will be incorporated into any subsequently awarded contract. A sample contract has been included as an exhibit to RFP No. 3635.

Question 22. Should we include candidate resumes with the proposal submission? If so, could you suggest the actual or sample resume required per position?
Answer 22. The inclusion of resumes is not a specific requirement, but proposers must thoroughly detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 23. Could you specify the number of positions required for this project?
Answer 23. Information not available as numbers vary. Section 4.1 of RFP No. 3635 provides information on past and current usage as well as *anticipated* demand.

Question 24. Is there any mandatory subcontracting requirement? If so, what is the goal for subcontracting? Will good faith efforts be accepted in meeting certain requirements?
Answer 24. Please see Question/Answer No. 15.

Question 25. Page 14 Monitoring and leading the classroom when the teacher must attend staffing meetings, provide consultation, etc. Will there still be a sub teacher in the room with the para when the teacher isn't present?
Answer 25. An Instructional Assistant may be left alone with students to continue the learning process for meetings. Substitutes are utilized for all-day teacher absences.

Question 26. Page 13 states that Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. Can we bid on the full-time and part-time positions only? We don't have a pool of SLPs to cover as-needed positions.
Answer 26. Our goal will be to hire full-time personnel, part-time services may be used when full-time is not available. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on schedule basis, so accommodation of as-needed assignments is not strictly required.

Question 27. When is the estimated contract award date, and how will the district communicate award status to vendors?
Answer 27. See Question/Answer No. 2. Knox County Procurement will send out an Intent to Award Notification to each successful vendor and an Unsuccessful Notification to each vendor who is not awarded. Notifications will be sent via email to the contact person identified in each vendor's proposal.

Question 28. How many hours are there per school day? How many school days are there per year?
Answer 28. A workday is KCS is 7 hours and 45 minutes. A duty-free lunch is included in that time. The State of Tennessee requires a minimum of 180 classroom instructional days per year.

Question 29. In the case of a multi-vendor award, how will referrals/assignments be dispersed?
Answer 29. It will be up to the discretion of Knox County Schools as to which awarded vendor(s) will be utilized.

Question 30. Is there a pre-bid conference, and if so, what is the date?
Answer 30. No, there is no pre-bid conference scheduled in conjunction with the RFP.

Question 31. Will you accept assistants (SLPAs)?
Answer 31. No.

Question 32. Who is your current vendor(s) for these services?
Answer 32. Please see Question/Answer No. 3.

Question 33. Are you utilizing any other programming for these positions?
Answer 33. See Question/Answer No. 3 for information on current vendors. KCS endeavors to hire internal personnel to fill these positions before contracted personnel are utilized.

Question 34. Who will the vendor work with directly within the district?
Answer 34. KCS operates with a team approach. Individuals involved may include an HR representative, SPED Program Supervisors, and Title 1 personnel.

Question 35. Does the district currently have a provider for these positions? If so, is there a contract in place, and when does it expire? Can you please provide a copy of the current contract?
Answer 35. Please see Question/Answer No. 3 and No. 12. The ESS agreement can be viewed here (Item 8F).

Question 36. What positions are being filled by the current provider, and how many for each position?
Answer 36. Section 4.1 of RFP No. 3635 provides information on past and current usage.

Question 37. What is the Bill Rate for the contracted positions?
Answer 37. Please see Question/Answer No. 4.

Question 38. Could you please share the current pay rates for all positions included in the RFP?
Answer 38. Please see Question/Answer No. 4

Question 39. Are there any specific performance metrics tied to these positions?
Answer 39. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position, along with that of the firm.

Question 40. If additional training is required, will the district compensate the provider's employees for completing the training?
Answer 40. Knox County expects vendors to present candidates that meet the defined requirements without needing to complete additional outside training. Our contracted employees may participate in district training provided for internal employees. Time spent in district-sponsored trainings will be compensated.

Question 41. Will the district require the vendor to provide district-specific professional development or training for paraeducators and therapists beyond the initial training?
Answer 41. See Question/Answer No. 40. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position including ongoing training requirements.

Question 42. Once a new provider is selected, what is the expected transition timeline?
Answer 42. See Question/Answer No. 2.

Question 43. Will there be an opportunity for current staff to transition to the new provider?
Answer 43. Unknown.

Question 44. Is this a newly initiated project, or is it a continuation of an existing one? If it is ongoing, kindly provide the names of the current service providers/incumbent vendors?
Answer 44. See Question/Answer No. 3 and No. 12.

Question 45. Could you provide details on the previous expenditure associated with this contract?
Answer 45. With the vendors being utilized for this service, Knox County has been invoiced for approximately $1.6 million from October 2023 through present. However, not all of this spend was made in conjunction with a contract. Payment for services rendered but not yet invoiced and/or paid are not reflected in this total. See Question/Answer No. 4 for information on current vendors and rates.

Question 46. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?
Answer 46. The ESS agreement can be viewed here (Item 8F). See Question/Answer No. 4 for information on current vendors and rates.

Question 47. Are there any specific challenges or issues currently being faced with the existing vendors?
Answer 47. None.

Question 48. Can you clarify the expected number of awards for this solicitation?
Answer 48. To better ensure full coverage of the district's needs, Knox County anticipates making a multiple award. However, per Section 1.5 of RFP No. 3635, Knox County reserves the right to make an award on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not make an award.

Question 49. Is there any preference or priority given to local vendors for this contract?
Answer 49. See Question/Answer No. 20.

Question 50. Who were the past vendors and what are the hourly rates paid for all of the disciplines?
Answer 50. Please see Question/Answer No. 4.

Question 51. Can you provide the name and contact information for the individual who will be coordinating the services for the disciplines at the district?
Answer 51. To be determined. See Question/Answer No. 34.

Question 52. Can we bid for other special education disciplines that are not mentioned in the RFP?
Answer 52. No, positions utilized under any contract stemming from this RFP must align with its Scope of Work and the defined positions therein.

Question 53. When is the anticipated award date for this RFP?
Answer 53. See Question/Answer No. 2.

Question 54. Can the district clarify what supervision is needed for the mentioned positions in this solicitation? Is the district looking for direct supervisors of potential staff?

Answer 54. Any awarded firm must provide HR oversight in collaboration with KCS. Vendors should provide supervisory knowledge of all certified employees. KCS will provide on-site district supervision.

Question 55. In reference to Section 3.9, can the district please clarify if vendor(s) are expected to provide specific software to meet KCIT compliance standards?

Answer 55. No specific software is required, but any awarded vendor will be expected to operate in a manner that complies with KCIT standards. Please see Exhibit C (Technology Restrictions on Use of Confidential Information) of RFP No. 3635.

Question 56. Would Knox County accept electronic signatures as part of the physical proposal submission?

Answer 56. Yes.

Question 57. For vendors that offer only virtual services and will not travel to sites: Would the district accept an alternative automobile liability insurance coverage for Hired Autos Only (symbol 8) and Non-Owned Autos only (symbol 9) instead of the "Any Auto Symbol (1)" listed in Attachment C (#3)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 57. Yes and yes.

Question 58. Would the district accept General Aggregate Limits that apply "per Policy" instead of "per Project" listed in Attachment C (#4)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 58. Yes and yes.

Question 59. In the event that the vendor includes exceptions/and or has alternative insurance, can the vendor add a note with the signatures on Attachment C to refer to the requested exceptions on select policies for consideration and negotiation, or should Attachment C be left unsigned until an award?

Answer 59. Leave Attachment C unsigned and clearly note exceptions as outlined in Section 3.17 (Exceptions to Specifications).

Question 60. Can the vendor include the verification as a registered Business Entity from the Tennessee Secretary of State's online services to meet the requirement under Tab II regarding "Knox County Tax License for Organization"?

Answer 60. No, registration with the Tennessee Secretary of State does meet the requirement for a Knox County Tax License. If applicable, proposers must hold a valid Knox County Tax License. Please note that this requirement is only applicable to entities with a physical location within Knox County.

Question 61. Under Tab III, do you require the proposal to include responses to the bullets under Section 4.3 on pages 14-15 regarding "Staffing Firm" and "Fulfillment & Program Management"?

Answer 61. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 62. Does the district require resumes of potential service providers upon proposal submission, and if so, would Knox County accept blind resumes with full names and license numbers withheld?

Answer 62. See Question/Answer No. 22. Blind resumes may be submitted.

Question 63. For Tab IV, would the district consider reviewing the recently completed reference surveys and/or letters to demonstrate experience? These forms typically include the reference name, contact information, score on performance questions, and additional comments regarding their experience with the company.

Answer 63. Proposers may submit any supplemental documentation deemed pertinent to fully detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work. If supplementary documentation such as reference surveys/letters are attached, Attachment A (Reference Form) should still be completed and submitted with the proposal.

Question 64. Do you require the Cost Sheet (Attachment B) to be only included under Tab VIII?

Answer 64. The Cost Sheet should be included under Tab V, as outlined in Section V (Proposal Format). It is not required under Tab VIII.

Question 65. If the Cost Sheet (Attachment B) is only included under Tab VIII, can you confirm that the vendor should submit additional details (models, rate tables, buy-out policies, etc.) regarding its pricing under Tab V?

Answer 65. Please include the Cost Sheet under Tab V. Additional pricing information can be submitted under Tab V as well. However, cost for additional value-added services will not be factored into the pricing evaluation.

Question 66. Under Tab V, should the vendor include details regarding any additional fees separate from the hourly rates listed in Attachment B and separate from other rate options?

Answer 66. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 67. Separate from the hourly rates listed on the Cost Sheet (Attachment B), can the vendor include additional rate structure options, such as rates per assessment or service, under Tab V of the proposal?

Answer 67. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 68. Can you confirm that, after the initial one-year period, the vendor may request and mutually negotiate price increases at the renewal time for approval per Section 2 of Exhibit B?

Answer 68. Yes. Pricing shall remain firm for the initial one (1) year period. At the end of the first one (1) year period, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. If the Contractor's price is increased after the twelve (12) months, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s) following the initial twelve (12) months.

Question 69. Would the district provide its students the hardware (e.g., computer, webcam, headsets, etc.), test kits, supplies, and other materials needed for services?

Answer 69. KCS approved materials will be provided for use by students.

Question 70. Does the district anticipate awarding more than one vendor under this RFP?
Answer 70. Please see Question/Answer No. 48.

Question 71. Is there an anticipated budget or hourly rate cap for services, and if so, what is the estimated budget or cap?
Answer 71. There is not an hourly rate cap for services. The budget for FY26 has not been approved. Usage, and by extension the budget, will be determined by demand.

Question 72. What are the current vendor names and rates for SLP and School Psychologist services?
Answer 72. Please see Question/Answer No. 4.

Question 73. Will the services from this RFP be expected to begin during the 2024-25 SY **or** begin the 2025-26 SY?
Answer 73. Unknown. Please see Question/Answer No. 2.

Question 74. Regarding Attachment C, Number 4 General Liability, can the district clarify what "per project basis" means? If a vendor's General liability aggregate applies on a per policy basis, will that suffice?
Answer 74. In this instance, the project will refer to an awarded contract and any services provided in conjunction with it. Yes, that will suffice.

Question 75. What are the current rates for each of the services by provider?
School Psychologists/ SLP
- On Site
- Virtual

Instructional Assistants
Answer 75. Please see Question/Answer No. 4

Question 76. Will more than one vendor be awarded?
Answer 76. Unknown. Please see Question/Answer No. 48.

Question 77. Will any redlines/deviations be accepted to the terms?
Answer 77. Exceptions must be noted as outlined in Section 3.17 (Exceptions to Specifications).

Question 78. Are you open to negotiations after the award?
Answer 78. Yes. However, there are some terms and conditions that are non-negotiable. See Section 3.17 (Exceptions to Specifications).

End of Addendum I.
Please acknowledge Addendum I in your response.

Heather Whitehead, CPPB
Knox County Procurement

Jeffrey Belz, General Counsel and Vice President

03/11/2025
Date

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: March 7, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Two (2) Pages**

The following is for clarification:

Question 1. Can you confirm whether Knox County is seeking direct staffing agencies for this contract, or if an MSP-led model is also being considered?
MSP (Managed Service Provider): A third-party organization that manages contingent workforce solutions, including staffing suppliers, compliance, invoicing, and performance tracking, on behalf of a client.

Answer 1. Staffing agency

Question 2. What are the anticipated start dates for contracted personnel under this agreement?

Answer 2. Please see Question/Answer No. 2 from Addendum I.

Question 3. Will contracted staff be required to use Knox County Schools' (KCS) provided equipment, or can they use their own?

Answer 3. KCS equipment and materials will be available for use. We are not committing to purchase additional materials at request.

Question 4. Is there a required orientation or training for contracted personnel before placement?

Answer 4. Please see Question/Answer No. 40 from Addendum I.

Question 5. Can you clarify the specific background check and drug screening requirements for different staffing roles?

Answer 5. Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
Background Check Requirements for all roles: Please see Section 3.13 of RFP No. 3635.
Drug Screening Requirements: Anyone who has contact with students is required to have a fingerprinting and drug screening. Any awarded vendor will use a fingerprinting/drug screening service determined by KCS and results will be provided to KCS.
KCS will not be responsible for the costs associated with any screenings required for compliance.

Question 6. Will KCS cover the costs of mandatory background checks, or is this the vendor's responsibility?
Answer 6. No, the cost of background checks will be the vendor's responsibility. However, no background checks need to be completed in advance of the submission of a proposal. The Criminal History Background Check Affidavit (Attachment D) must be executed to verify that a proposer will comply *if* awarded.

Question 7. What is the expected payment cycle for vendors? Will there be any provisions for expedited payment terms?
Answer 7. Knox County prefers a monthly billing cycle. Please see Sections 3.24 & 3.25 of RFP No. 3635 for information related to invoicing procedures.

Question 8. Can you confirm if vendors are expected to provide timekeeping documentation for personnel in addition to invoices?
Answer 8. Yes, A timecard approved by the supervisor of the work location is required.

Question 9. Please confirm whether bidders are required to submit CVs for the proposed supplemental staff as part of the proposal submission.
Answer 9. Please see Question/Answer No. 22 from Addendum I.

Question 10. Do you currently utilize a central VMS or similar platform, or is communication managed solely via email and chat?
VMS (Vendor Management System): A technology platform used to streamline the procurement, management, and tracking of contingent workforce engagements, including job requisitions, timekeeping, invoicing, and reporting.
Answer 10. Email is our preference of communication

Question 11. Have you considered implementing a VMS or a VMS Lite solution?
Answer 11. No

Question 12. Do you have an internal timekeeping system for integration, or should we utilize our own?
Answer 12. Vendors will use our system.

End of Addendum II.
Please acknowledge Addendum II in your response.

Heather Whitehead, CPPB
Knox County Procurement

Jeffrey Belz, General Counsel and Vice President

03/11/2025
Date

Tab III – Approach to Scope of Work

Delivering Results to KCS with Complete Employee Management

Our full-service employee management solutions include end-to-end management of employees. The ESS program was designed to absorb the responsibilities of managing your supplemental employee program to provide KCS with more time, efficiency, and resources. We take on the entirety of your employee management process from start to finish so that you can direct those resources elsewhere. The ESS Team will continue to provide ongoing services, such as:

- Identify qualified candidates in your community who exhibit key characteristics.
- Recruit the strongest candidates with a recruiting campaign designed specifically for your community.
- Screen candidates through a rigorous process, including credential verification, for 100% compliance.
- Train your ESS employees through our own specialized, multi-faceted training program, live, online within the District.
- Retain employees by offering a variety of benefits, perks, incentives, and recognition awards.
- Manage your program through hands-on oversight, employee support, peerless customer service, precision payroll for employees, and invoicing for your District.
- Tailor the RTI approach by identifying student needs, delivering and monitoring interventions, analyzing data, training staff, and engaging families to ensure early, effective support.
- Collaborate with families and specialists on 504 Plans to ensure tailored accommodations for students with disabilities.
- Create IEPs with the educational team, tailored to meet each student's unique learning needs.
- Incorporate skill-building and behavioral support strategies into each student's plan to promote positive outcomes, collaborating with educators and aides to ensure seamless integration within the classroom.
- Monitor student behavior throughout the school day, providing feedback to the educational team to support ongoing adjustments that enhance their learning and well-being.
- Provide direct classroom and school support to help students engage fully in daily activities while addressing their specific learning, social, and emotional needs.

- Maintain accurate and up-to-date records for each student, adhering to District and state regulations to ensure comprehensive documentation and compliance.
- Advocate for an inclusive environment where every student has equitable access to educational opportunities and is treated with dignity and respect by their peers and the school community.
- Engage families in their child's educational journey through active collaboration, providing regular updates, and addressing new concerns to ensure consistency between home and school.
- Provide TennCare support and guidance to ensure compliance with evolving TennCare policies and school district protocols so students receive the support they need without disruption.
- Offer continuing education opportunities to school staff focused on best practices for supporting students, including behavior management, communication strategies, and emergency response protocols tailored to the student's requirements.

Identifying the Perfect Fit for Every Position

With our resources and experience in educational staffing, ESS employs educators to work in your District in any capacity. We target promising individuals who meet the exact specifications of Knox County Schools. The ESS Team finds qualified employees your District requires to fill each position. There are several key characteristics we will continue to look for in each employee:

Adaptable

An effective employee can adjust to situations while providing a productive learning environment.

Caring

Employees need to be interested in working with children and helping students achieve. They must be friendly, empathetic, patient, and sensitive to students' needs.

Communicative

Employees must be great listeners and try to understand what students are trying to communicate. They must articulate information and instructions clearly and in terms students can understand, sometimes requiring paraphrasing or interpreting information.

Cooperative

An employee is only one member of the educational team. They must cooperate with others to enhance students' school experience while working with teachers, principals, and other school staff.

Creative

Employees should be able to develop creative solutions where traditional methods fail when working with students.

Organized

Organizational skills help employees maintain order in the classroom and optimize student learning opportunities.

Positive

Students succeed when they believe in themselves. One surest way to instill this self-confidence is by supporting students with employees who exude a positive attitude. Employees should believe in their mission, talents, and students' abilities.

Community Recruiting: Strategies Tailored Specifically to Knox County Schools

There's no such thing as a "one-size-fits-all" solution to providing employees to each school. ESS' year-round recruiting campaign for Knox County Schools is tailored to effectively recruit in each unique school community, including social media, grassroots strategies, and community events. This approach allows us to build a localized employee talent pool in the Knox County.

The ESS Team will continue to focus on obtaining candidates with diverse backgrounds and certifications such as special education, to ensure that Knox County Schools assignments will continue to be filled with employees who accurately fit the specific roles required by your District. They utilize extensive resources and recruitment strategies to target each school community.

ESS has built a strong community presence in Knox County Schools to create opportunities to recruit qualified community members interested in working for your schools. ESS has developed and executed a marketing campaign using billboards, newspapers, radio, commercials, social media, online job boards, flyers, postcards, and yard signs to source the perfect employees for your schools and students. We will continue to partner with community organizations such as chambers of commerce, colleges and universities, restaurants and coffee houses, libraries, and non-profit foundations. We will continue to sponsor and attend events, festivals, and local job fairs throughout the Knox County.

Tailored Recruitment Channels

ESS will continue to look to your District's and schools' administration for guidance to ensure we create a community campaign that best fits your needs. On the next pages are a few examples of the recruiting techniques that we have used to ensure high placement rates for all Knox County Schools' sites. Each recruiting channel is customized to Knox County Schools and its community. As our program evolves and your schools' needs change, so do our innovative recruitment strategies.

Colleges and Universities

ESS is involved in many local organizations in and around the Knoxville. We currently recruit employees through job and career fairs from the following Tennessee colleges, including University of Tennessee, Pellissippi State Community College, Tusculum University, and Carson-Newman University.

Community Events, Fairs, and Festivals

ESS will continue to participate in local community events, such as the American Job Center Job Fair.

College Networks

Handshake is a digital platform that allows us to scale our college and university recruiting. We are able to reach multiple college and university career centers at once. With Handshake, we can define and save our hiring criteria and then tap into the most engaged student audience. These scaling and efficiency features allow us to recruit quickly and efficiently.

Customized Materials for Recruiting Educators

Recruiting materials are tailored to the Knox County Schools community. The materials will continue to be designed by position or school with custom contact, event details, and QR codes. These recruiting materials will be placed throughout Knox County to promote awareness among all potential candidates.

Cross-Culture Communication

ESS proactively connects with every facet of our partners' communities, including those that speak languages besides English. Bilingual communications are common; as such, we have the resources and experienced bilingual personnel to create messages in any language Knox County Schools may need.

Rigorous Screening Ensures Qualified Educators

ESS has refined a uniquely comprehensive screening process for its staff to ensure that each employee provided to your District is the perfect fit for their position.

Application
Certifications
References

Interview
Communication
Confidence

Training
Critical Thinking
Teaching Skills

Screening
Fingerprint Check
E-Verify

In-Depth Interviews

Each applicant goes through a structured screening process in which the candidate is thoroughly evaluated. This process ensures only the best candidates with the correct credentials are hired to work in your schools.

Work History Screen

Our team reviews each candidate’s resume and application to ensure their listed experience aligns with the role's requirements, focusing on relevant positions, certifications, and skills. We verify their work history and conduct reference checks based on Knox County Schools' requirements.

Orientation Interview

During this in-person session, applicants are evaluated on their critical thinking, enthusiasm, communication, confidence, and professional appearance. These sessions allow us to meet applicants, answer questions, and walk candidates through the hiring process. The orientations are carefully designed to assess the candidate’s ability to perform in a real school setting.

Credentialing Screen

Candidates must possess proper clearances, certifications, and credentials to be hired. Before employment, ESS will guarantee paperwork is accurately completed and certifications, permits, and clearances are submitted. The ESS credentialing process includes:

- Full compliance with Tennessee Department of Education and Knox County Schools license, certification, and qualification standards.
- Verification of candidate education based on Tennessee and Knox County Schools requirements, including a master's degree in Speech-Language Pathology or a specialized degree in school psychology.
- Passing background checks and clearances based on Tennessee and Knox County Schools requirements, including but not limited to FBI and Tennessee background checks, National Sexual Offender Registry search, E-Verify check, and tuberculosis test results.
- Copy of current resume, references, and proof of education for ESS verification.
- Tennessee certification, if applicable
- Automated system audits of any expiring credentials to ensure full compliance and no gaps in service.
- Manual ESS team audits of any expiring credentials to ensure full compliance and no gaps in service.

Compliance Assurance

Candidates must possess proper clearances, certifications, and credentials to be hired. ESS' proprietary software, willsub+ applicant tracking system, is a web-based applicant tracking and employee management system that helps our team identify and hire the best candidates for your schools. This system streamlines the recruiting, hiring, screening, and management process.

Information is saved electronically, including education level, degrees, credentials, clearances, certifications, and training classes. The system provides automated compliance checks and expiration notifications to ensure 100% employee compliance.

Our hiring coordinators help the employees update their credentials before they expire, so there is no gap in service. Additionally, our in-house counsel is current with state and federal legislation. Upon any changes or updates in laws, ESS' systems and processes are revised to reflect the new regulation.

A Training Program Designed for KCS

ESS is devoted to making every school day count for students. As such, we created career-building programs to help our employees become crucial educational resources for KCS. Our commitment to KCS includes our promise to continue customizing our training programs for your District.

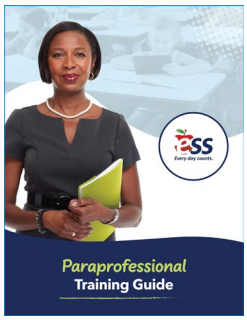
ESS employees are trained through ESS' specialized program. We take pride in providing the industry's most comprehensive, consistent training with a live online program supported by additional online and ongoing programs. All employees will complete this training before working in your schools.

Our training program allows for a level of completeness and assessment that is impossible through other staffing companies' methods. We use these training classes to assess new hires in-depth, review Knox County Schools procedures, and stress our high professional standards. Our training will continue to be customized to your District's needs.

Significant Advantages of ESS' Training Program

- Delivered through an online class and supported with additional online training modules
- Free for ESS employees and Knox County Schools
- Customized to KCS and Tennessee requirements
- Provides one final check to ensure our employees meet position requirements and will excel in their roles
- Additional mentoring and coaching from the ESS team during regular school visits

Live Training - Instructional Assistants



ESS' instructional assistant training cultivates an extensive understanding of adaptability, student interaction, positive attitude, behavior management, and special education needs. Instructional assistants receive thorough training in the characteristics of varying disabilities and supporting education based on each student's academic, physical, social, emotional, and personal needs. The training guarantees employees are well-prepared to meet each student's needs, improve learning, and carefully implement individualized education programs.

Chapter 1: General Information for Instructional Assistant

- Instructional Assistant Services
- Inclusion
- Students, the Instructional Paraprofessional, and the Educational Team
- Daily Operating Procedures
- Instructions for Accident or Illness
- School Emergency Procedures

Chapter 2: Individuals with Disabilities Act (IDEA)

- IDEA Classifications
- IEP and 504 Plans
- Characteristics, Educational Strategies, and Techniques of Classifications

Chapter 5: Teamwork

- The Ten C's of Teamwork
- Collaboration with the Teacher
- Interacting with Building Personnel

Chapter 3: Fostering Positive Student Support

- Lesson Plans and Delivery of Instruction
- Teaching Strategies
- If There Are No Lesson Plans
- Special Education
- Daily Log and Feedback Report

Chapter 4: Professional Guidelines

- Professional Conduct
- The Importance of Confidentiality
- Physical Contact
- Safety and Emergency Protocols

Chapter 6: Selected District School Policies and Procedures

- School District Policies and Procedures
- HIB Policy
- Child Abuse/Neglect Reporting Requirements
- Bloodborne Pathogen

Training – Speech-Language Pathologists and School Psychologists

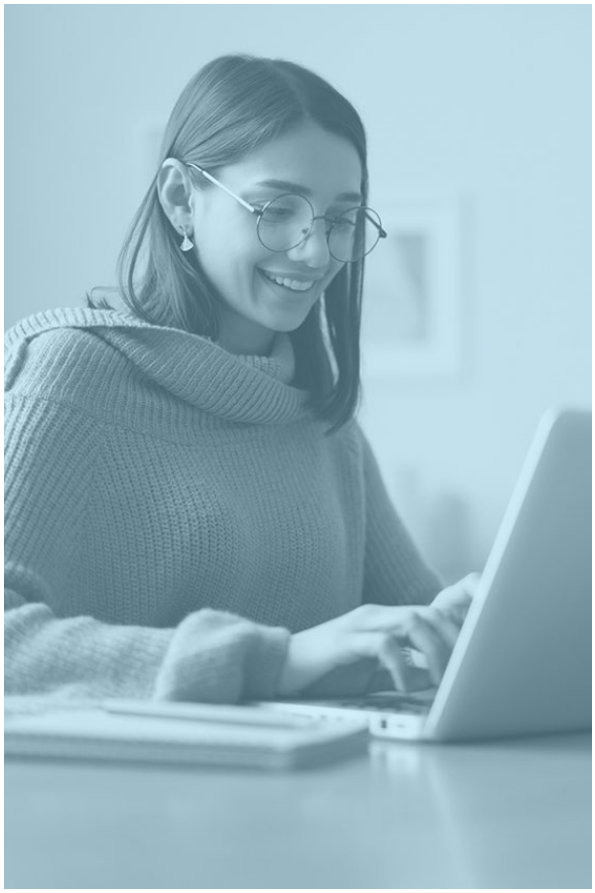
All newly hired speech-language pathologists and school psychologists participate in thorough training sessions covering essential topics such as documentation procedures, professional conduct, company expectations, Knox County Schools policies and procedures, and special education management regulations. To foster continuous professional growth, ESS offers unlimited access to Continuing Education Units (CEUs) through common industry platforms, in-house seminars, specialized therapy courses, and the latest training on industry standards. This commitment to lifelong learning empowers our staff to remain at the forefront of their profession, ensuring they consistently provide exceptional services to students and school districts.

We provide a constant source of mentorship for all SLPs and school psychologists employed in the District through our additional support staff, including Ingrid Ahmad, a certified speech-language pathologist, and Amanda Mooney, a certified school psychologist.

Online Training

ESS employees complete periodic internet-based training modules via the Global Compliance Network, GCN. GCN enhances the professional development of instructional assistants by providing informative modules on topics such as classroom management for different grade levels, ethics, and boundaries for school employees, understanding aggressive behavior, cyberbullying, special education, and autism. There are over 200 educational modules available. Paraprofessional personnel will complete modules in GCN based on Tennessee's and the KCS' requirements.

Based on the type of ESS employee, we require a certain number of specific modules to be completed. We further encourage employees to take any additional modules that will benefit them. Instructional assistants receive a certificate for each module completed through GCN. Certificates are tracked and recorded in GCN, and the employee’s file is in our applicant tracking system.



Sample GCN Classes

- Active Shooter Safety
- ADHD
- Autism
- Anti-Bullying for Students
- Behavioral Interventions for Students with Disabilities
- Bloodborne Pathogens
- Child Abuse Awareness
- Classroom Management
- Confidentiality
- Ethics & Boundaries for School Employees
- Diversity for Employees
- First Aid in Schools
- Education Rights of Homeless Students
- Mental Illness Awareness for Educators
- Safe Lifting for Special Education
- School Safety

Classes by ESS

Just as a student is never finished learning, the training of an educational professional should always continue. Each day, innovative techniques are developed to improve the student learning experience.

We seek new methods and provide supplementary training to refresh employees on the latest practices. In addition to GCN's modules, GCN also hosts ESS training videos.

- Bullying and Child Abuse
- Classroom Management
- Company Incident Reporting Process
- Daily Operations
- Injury Prevention and Workers' Compensation
- Instructional Strategies
- Instructional assistants and Special Education
- Professionalism
- Understanding Lesson Plans

Ongoing Training

Our commitment to Knox County Schools includes our promise to customize a training program for your District. Every ESS employee in your schools will be well-prepared and trained for your requirements. Employees will have access to ongoing training. Additional training classes will be available, such as the ESS+ workshop to teach behavioral management and classroom management techniques and ESE training workshops.

Annual Training

We can offer annual training for returning ESS employees every school year. Employees may attend this training to learn new developments in instructional and safety strategies or any additional information as requested by Knox County Schools.

Additional Training Requested by the Employee

We will host an employee training class twice weekly for employees who want to work at Knox County Schools. Employees are welcome to re-attend these regular trainings.

STEM Professional Development

ESS partnered with Accelerate Learning to offer employees several professional learning opportunities through the National Institute for STEM Education (NISE). The STEM Learning Paths allows them to earn CEUs (Continuing Education Units) in a convenient, online, self-paced format. ESS pays half the cost of every STEM certificate our employees earn.

De-Escalation Training

Ensuring the safety of your students, staff, and ESS employees is our topmost priority. We can provide extra training classes to educate employees on effective methods to prevent potential violence. Our employees are taught purposeful actions, verbal communication, and body language techniques to calm potentially dangerous situations.

Additional Training Requested by Your District

Knox County Schools may request that employees undergo additional training on any topic, and ESS will implement it into your customized training program. Classes could include, but are not limited to, bullying prevention, confidentiality training, reporting child abuse, SPED-specific procedures, emergency preparedness, and intruder training.

Efficient, Informative Hiring to Welcome New Employees

Photo ID Badge

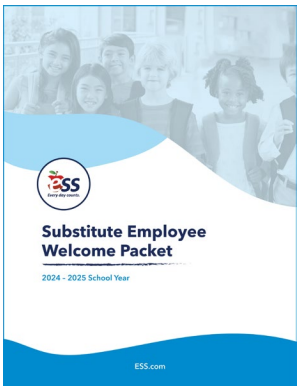
After the in-person training, photos are taken of each employee. The photos are used for the ESS-issued photo identification badge. These badges are provided to every ESS employee. The badge is provided at no cost to the employee or Knox County Schools. ESS employees will not be permitted on KCS property without carrying their ESS badge.

Offer Letter

Successful applicants receive formalized offer letters of employment with ESS. All employees must provide a completed W-4 and I-9.

Employee Packet

We provide detailed employment information in their new employee packet.



General Information

- Pay Rates
- School Information
- Contact Information
- Tip Sheets to Access Forms Online

Employee Perks

- Referral Program
- Employee of the Month
- Impact Award
- Credentialing Refund
- Raffles
- Employee Discount Program

Payroll and Benefits

- Pay Date Schedule
- Payroll Portal Registration
- 401(k) Enrollment
- Enrolling for Benefits
- Health Benefits Guide
- Injury of Accident Reporting Procedures

Tip Sheets and Guides

- Payroll Portal Tip Sheets
- Absence System Tip Sheets
- Employee Handbook
- Training Guides
- Tips and Reminders

ESS Employee Absentee Planning

ESS' instruction assistants, speech-language pathologists, and school psychologists are a permanent presence in your District and will report to their assignments every day as scheduled. Instructional assistants are hired with the explicit expectation they will be in regular attendance within reasonable limits. While most ESS employees have an excellent record of regular attendance, we understand some absences are necessary. ESS will provide Knox County Schools with substitute services whenever an ESS instructional assistant is absent.

Being consistently late or absent is unacceptable as it causes hardship for your District. Our absentee control policy reduces absences and results in fuller paychecks for ESS employees and a reliable workforce for Knox County Schools.

Reporting Intended Absences

ESS provides substitute personnel to Knox County Schools. Therefore, when one of your instructional assistants is absent, we can easily pull from our large pool of talented and qualified substitutes to fill the vacancy. Each of our substitutes has been background checked and has passed clearance requirements.

If any ESS employee cannot report to work at the regular starting time, they are required to report the absence or lateness in the Absence Management system and notify our human resources department no less than three hours before the start of school. A "no call- no show" absence will be grounds for termination at ESS' discretion based on the circumstances provided.

A leave of absence must be approved by human resources in advance. A leave of absence for occupational injury or illness will be granted under the provisions of the Family and Medical Leave Act. Vacation or military duty will be considered excused upon obtaining proper permission and/or prior notification as required.

Information For Substitutes

ESS employees are responsible for leaving an information folder in the main office for any substitute filling their position. Information should include:

- School calendar and any other school-related information
- Full employee schedule, including times, locations, and teachers' names
- One-to-One instructional assistants must include a student information sheet including triggers, likes, dislikes, bathroom procedures, transition procedures
- Contact information for teacher, child study team, principal, and/ or ESS representative
- Fire drill procedures
- Any additional information imperative for a substitute to be successful in the role

Employee Retention to Ensure Consistency

At ESS, it's not a coincidence that we treat instructional assistants, speech-language pathologists, and school psychologists well, and they like working for us. The two go hand-in-hand. We offer a variety of benefits, perks, and learning opportunities that keep employees motivated, prepared, and engaged. We invest heavily in employee retention and satisfaction initiatives because paraprofessional consistency is instrumental to student education. By retaining quality employees, we can ensure you are always working with instructional assistants, speech-language pathologists, and school psychologists who understand your school culture, are familiar with your operating procedures, and can more effectively educate your students as they build rapport and better understand their needs.

Convenient Pay

Employees enjoy the convenience of receiving a paycheck for their work every week, available as direct deposit or through our free debit card program.

Economic Security

Employees are offered a 401(k) retirement plan. Enrollment is every quarter after three months of service with a discretionary company match. The plan provides various options depending on the employee's retirement goals and risk preferences.

Comprehensive Support

Through dedicated support channels, employees receive unparalleled customer service. Our employee engagement team is available from 6:00 a.m. to 7:00 p.m. Monday through Thursday and 6:00 a.m. to 5:00 p.m. Friday to assist with questions and help with being placed for vacancies. The ESS Team is also available daily to provide personalized support to ESS employees.

Advocating for District Hire

Committed to helping our employees achieve their career goals, we encourage KCS to hire ESS employees for permanent roles within the District after the first twelve months of employment with ESS. By building relationships with District personnel and bolstering skills through hands-on experience, our employees stand out as excellent candidates.

Health Benefits

ESS provides affordable health benefits that can be customized for employees and their families. Our provider offers personalized guidance every step of the way to ensure everyone is taken care of.

We offer a variety of affordable guaranteed- issue plans and supporting benefits:

- Five medical plan options - Major Medical Silver Plan, Major Medical Bronze Plan, Basic MEC Plan, Standard MEC/Limited Medical, and Preferred MEC/Limited Medical
- Zero co-pay telehealth
- Zero co-pay virtual primary care
- Zero deductible plans
- No underwriting (no required medical questions or screenings)
- Superior prescription coverage with generic Rx fill starting at $0
- Healthcare navigation

ESS also offers a variety of guaranteed-issue voluntary insurances:

- Dental
- Vision
- Life
- Hospital Indemnity
- Short-Term Disability
- Long-Term Disability
- Critical Illness
- Accident

Discounts and Perks

Each employee working for ESS enjoys the financial benefits of an employee discount program through BenefitHub. This employee discount and reward program helps ESS employees save money every day on purchases from groceries to vacations.

Recognition

Employee of the Month

Employees are nominated by District staff each month. Five monthly winners receive a $50 gift card, a letter of appreciation, as well as a coffee tumbler.

Impact Award

This award is given annually to five exemplary ESS employees. It is based on the total number of days worked, feedback from KCS, and a commitment to exceeding expectations. The winners must go above and beyond their assigned duties every day, positively impacting the schools and students they serve. The winners receive a $5,000 cash prize, $2,000 to donate to the school of their choice, and a crystal trophy.

Email Engagement

We connect with our employees through email communications from their first day of employment with ESS. The communications help keep employees engaged and informed of new programs, initiatives, and career development opportunities, as well as resolve any issues. Depending upon the responses and feedback, follow-up communications will be determined. Below are a few of our email communications to employees:

- Day of Hire - Welcome Message
- 1st Assignment Worked - Congratulations Message with Survey
- 3 Days After First Day Worked - Information on Payroll
- 10 Assignments Worked - Check in with Survey
- 4 Months Worked - Additional Training Information
- Birthday and work Anniversary Emails
- Bi-Monthly Newsletters - Information on ESS, Incentives, and Perks

Employee Appreciation

ESS hosts Employee Appreciation Days throughout the year to show gratitude towards our dedicated and hardworking employees. During these events, we provide coffee and donuts, lunch, and snacks, and give away gift cards and prizes.
ESS delivers gifts, candies, and goodies to the District on a regular basis to show employee appreciation. We make sure our employees working in KCS know they are appreciated as often as possible.

Managing Employees to Maximize Classroom Impact

ESS will continue to handle the day-to-day management of the instructional assistants, speech-language pathologists, and school psychologists working in your schools. Each ESS employee working in KCS will continue to maintain the high professional and safety standards that you expect of your regular District staff. Additionally, the team will continue to swiftly and efficiently resolve any necessary action in the event of unsatisfactory ESS employee performance. During the touch-base meetings with KCS we will continue to assess the level of satisfaction with your District.

Evaluations

ESS employees are provided evaluations and internal performance reviews. These forms of measurement help employees understand their requirements and guarantee they are effective for KCS. Evaluations and reviews will continue to be conducted in accordance with your policies and will continue to address ESS employee performance, professionalism, and progress.

Resolving Unsatisfactory Performance

Although we take painstaking measures to hire skillful individuals who will perform optimally in your schools, we will continue to work with Knox County Schools to investigate and manage concerns emerging from allegations of instructional assistant, speech-language pathologist, and school psychologist misconduct, performance issues, and coaching situations.

ESS has established procedures to deal with unsatisfactory performance. In case of any incident, District employees submit an incident report through the incident portal available on ESS' website. The incident portal tracks and retains all data within our system. The ESS Team treats each incident with utmost urgency and takes appropriate actions as soon as it is reported.

ESS will continue to partner with the KCS regarding any misconduct allegation and the necessary next steps related to investigating any allegation. We will continue to work with KCS to ensure the safety of students and expediency in resolving all matters. ESS will also block any employee KCS does not want to work in a specific school or your District. This type of partnership alleviates some of the strain placed on Knox County Schools' human resource staff and allows them to focus on other key areas throughout your District.

Retraining and Retaining Instructional assistants

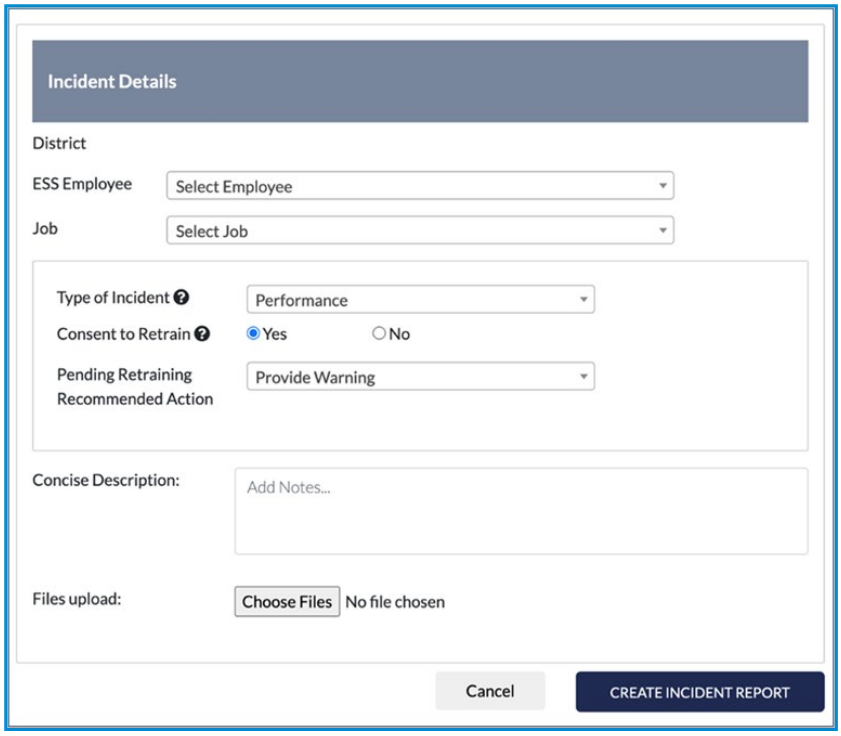
ESS' incident portal focuses on a grading scale. The grading scale allows District staff to rate incidents based on their severity. This grading system facilitates the retraining and retention of ESS employees who have committed minor violations, which, in turn, will help enhance the fill and retention rates.

The retraining program will notify the ESS incident team of recurring issues in an employee's job performance. ESS employees who encounter minor incidents will receive additional training to help them improve their performance and prevent recurring issues. We have noticed that many employees with minor incidents are unaware of the reasons behind their poor performance. Through mentoring and extra training, most employees can correct their mistakes and become valuable employees.

Immediate Resolution

The ESS Team is always available to resolve any issues. We collaborate with the KCS to ensure transparency and continuous improvement. The ESS team is available for face-to-face meetings, phone calls, and emails to answer questions or resolve concerns. We will continue to maintain a successful partnership with Knox County Schools, built on transparency, continuous improvement, and positive results.

Incident Portal Sample



Providing Relief for KCS Administrators

KCS instructional assistant, speech-language pathologist, and school psychologist program will be managed with strict attention to fiscal responsibility, efficiency, and exceptional customer service. From the onset of our partnership, we have established a series of regular meetings and communication initiatives to clarify your objectives, review service and performance, and set goals for the future. The result: KCS will continue to be provided a service that goes above and beyond your expectations and a program that aligns with your District's objectives, provides complete transparency, and fosters a responsive partnership.

Accountability is a crucial component of our program, which we accomplish through detailed reporting and open collaboration with District officials. Your administration will continue to know who is working in their schools and when they are working. With this information, we have built a plan with KCS' administration to help ensure excellence in education.

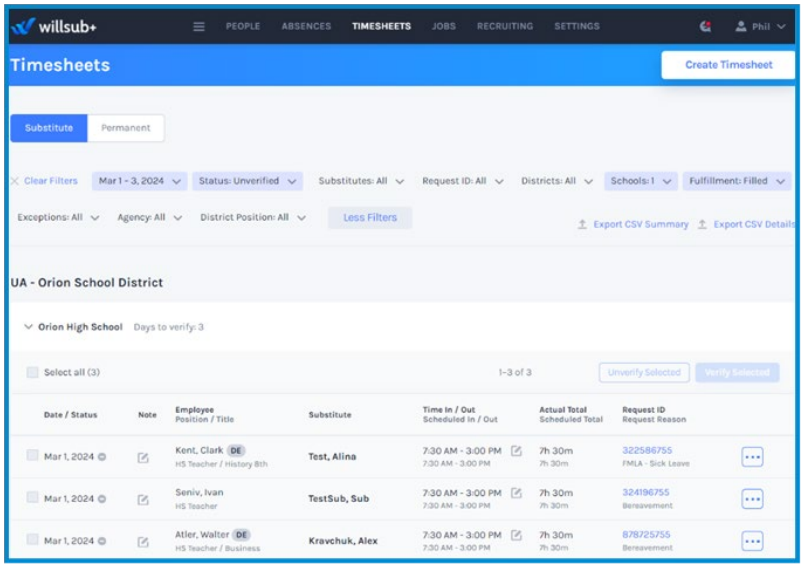
Our management of your instructional assistant, speech-language pathologist, and school psychologist program is comprehensive and continuous. We combine technology solutions, data analysis, and in-person management to create an efficient, cost-effective, and transparent program.

Time Tracking Software

willsub+ Timesheets is ESS' proprietary time tracking software. It was developed to provide insight into the candidate process and transparency to employees clocking in and out of assignments.

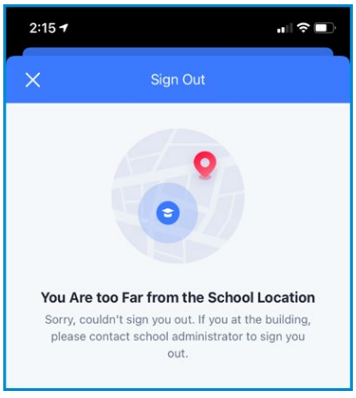
willsub+ Timesheets captures employee time, including those with multiple jobs and locations. The program helps ESS manage employees and ensure accurate pay for hours worked. The willsub+ Timesheets system accurately captures working hours and job attendance. It also allows District and school administrators the ability to view when and where employees are working in real time.

Below is a sample of the willsub+ Timesheets system.



willsub+ Geofencing

Geofencing is a unique willsub+ feature that provides ESS an additional way to ensure the employee is on location. With geofencing, employees will only be able to sign in/out if they are within 200 yards of their assignment's premises.



Advanced Systems

Payroll Burdens Removed

Knox County Schools is alleviated of burdens associated with the processing and distribution of ESS employee payroll. ESS partners with Paychex Payroll System for its payroll needs, utilizing essential data directly from the absence management system and ESS' willsub+ to ensure accuracy and minimize discrepancies. Payroll Manager Mitzi Hance oversees the payroll process.

ESS employees are paid every Friday via direct deposit or debit card. Their weekly hours worked are determined by their sign-in and out times and the dictated span of hours in the vacancy they are filling. ESS is responsible for ensuring proper payroll tracking of taxes, benefit eligibility, Affordable Care Act, workers' compensation claims, unemployment claims, and other necessities of the payroll process. ESS also manages employees' W-4s, I-9s, and other forms.

Precision Tracking of Hours Worked

Precision tracking of employee working hours, custom pay codes, and a thorough reviewing process guarantee that employees are properly authorized for payment.

We approach timekeeping and invoicing in a way that maximizes clarity and control for our district partners. Our "Source" technology system allows us to integrate all relevant software systems – including our willsub+ timekeeping system, Paychex's payroll system, and Netsuite's invoicing system – to make a unified, flexible, and transparent billing solution.

Billing and Invoicing Made Easy

We approach timekeeping and invoicing in a way that maximizes clarity and control for our district partners. Our “Source” technology system allows us to integrate all relevant software systems – including the absence management software, our willsub+ timekeeping system, Paychex’s payroll system, and Netsuite’s invoicing system – to make a unified, flexible, and transparent billing solution.

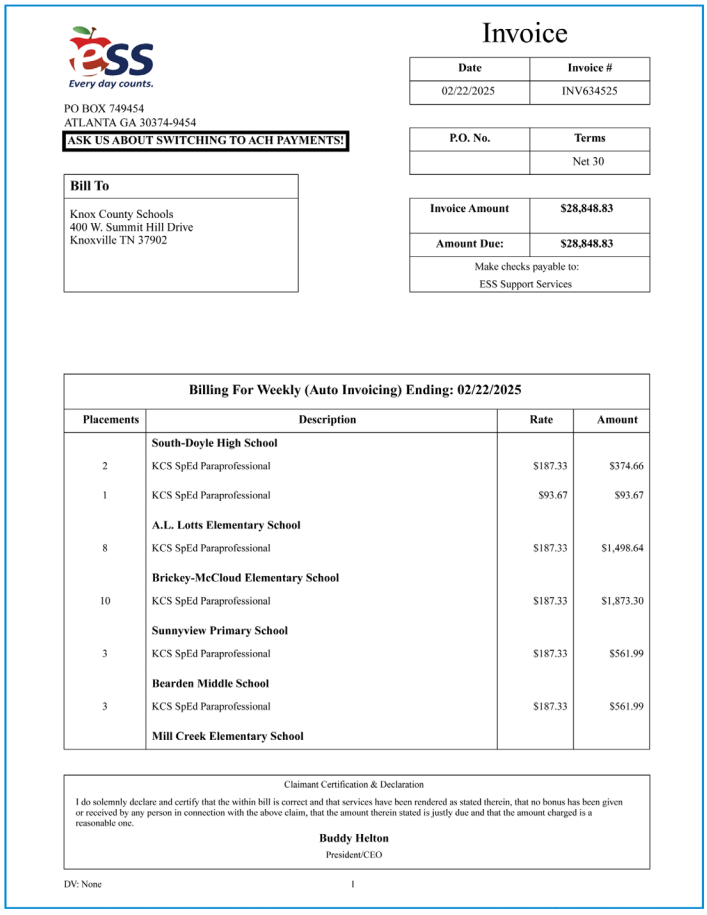
ESS' billing backup reports accompany each invoice to KCS. The billing backup report is an Excel file containing a high level of detail on your District’s ESS employees. The report includes data points such as employee type, program, and location. ESS collaborates with KCS to ensure this report includes crucial information such as budget codes, funding sources, and functional/object areas. Often, the back-end processing of invoicing is overlooked, but ESS is a true partner at every level and helps alleviate the stress of the District's finance department.

ESS will continue to work closely with your District to review each invoice. Knox County Schools will benefit from watchful and meticulous support from 15 representatives on the ESS billing team. This team will work to ensure billing accuracy, efficiency, and clarity, and is always available to answer any questions about the billing process.

Invoice and the Billing Backup Report

The billing backup report for Knox County Schools provides detailed information on every filled assignment, including but not limited to:

- Personnel Number
- Employee Name
- Cost Center
- Functional Area
- Budget per Field
- School Number
- Employee ID Number
- Hourly Rate
- Invoice Date
- Invoice Reference
- Invoice Number
- Identifier



ESS
Every day counts.

PO BOX 749454
ATLANTA GA 30374-9454
ASK US ABOUT SWITCHING TO ACH PAYMENTS!

Bill To
Knox County Schools
400 W. Summit Hill Drive
Knoxville TN 37902

Invoice

Date	Invoice #
02/22/2025	INV634525

P.O. No.	Terms
	Net 30

Invoice Amount	**$28,848.83**
Amount Due:	**$28,848.83**

Make checks payable to:
ESS Support Services

Billing For Weekly (Auto Invoicing) Ending: 02/22/2025

Placements	Description	Rate	Amount
	South-Doyle High School		
2	KCS SpEd Paraprofessional	$187.33	$374.66
1	KCS SpEd Paraprofessional	$93.67	$93.67
	A.L. Lotts Elementary School		
8	KCS SpEd Paraprofessional	$187.33	$1,498.64
	Brickey-McCloud Elementary School		
10	KCS SpEd Paraprofessional	$187.33	$1,873.30
	Sunnyview Primary School		
3	KCS SpEd Paraprofessional	$187.33	$561.99
	Bearden Middle School		
3	KCS SpEd Paraprofessional	$187.33	$561.99
	Mill Creek Elementary School		

Claimant Certification & Declaration

I do solemnly declare and certify that the within bill is correct and that services have been rendered as stated therein, that no bonus has been given or received by any person in connection with the above claim, that the amount therein stated is justly due and that the amount charged is a reasonable one.

Buddy Helton
President/CEO

DV: None 1

Robust Reporting Keeps Decision-Makers Informed

Knox County Schools can depend on ESS to be transparent and forthcoming about program data. We understand how crucial transparency is for District decision-makers, and we are committed to providing them with the best information at the highest levels of efficiency. ESS will work closely with your administration to provide the reporting and data KCS needs.

Mid-Year and Year-End Reports

Providing KCS with detailed reports is one of ESS' standard operating procedures. During the mid-year and year-end reviews, we organize the ESS' program data using easy-to-follow charts and graphs. This data is provided by school and by position type. The reports created for these two reviews are comprehensive and cover our entire program.

Customized Reports

ESS can create and customize any report that is needed. Customization and data options are endless. Reports can be exported into simple formats for KCS to review, such as PDF, Excel, and HTML. If District officials require a specific report, we tailor it based on your specifications. Reports can be scheduled to be emailed to any District or school designee daily or at the frequency requested.

Other Available Reports

ESS provides complete data transparency and can create any custom report KCS requires.

- Placements by Certifications
- Year-to-Year Comparison
- Certification Level
- Cost Comparison
- Daily Attendence
- Incident Reporting Rating
- Number of Days Paraprofessional Worked

Seamless Implementation Aligned to Your District's Goals

Established Program Structure

ESS executed a smooth, successful transition of your District in 2023. The transition team guided your District through the implementation process, collaborating with District officials to customize our program to meet your particular goals.

As your current service provider, we are happy to say that all our services are in place, on schedule, and running at peak efficiency. We are ready and eager to continue our timely and efficient service to your District's schools in our next contract period together.

One of the greatest benefits of a continued partnership with ESS is that your District has already undergone our transition process. Therefore, you will not have to go through a time-consuming transition period. Instead, you will carry on with our proven instructional assistant, speech-language pathologist, and school psychologist program. Your administration, faculty, staff, and the ESS employees who work in your facilities will benefit from continuing of our partnership. They already understand our policies and procedures, they have formed relationships with our management team, and they know how to use our web-based systems.

As your current service provider, all ESS employees utilized by KCS have already been hired by our firm. When our partnership first began, your current instructional assistants, speech-language pathologists, and school psychologists in good standing were welcomed into our ESS family and provided training on our policies, procedures, and educational strategies.

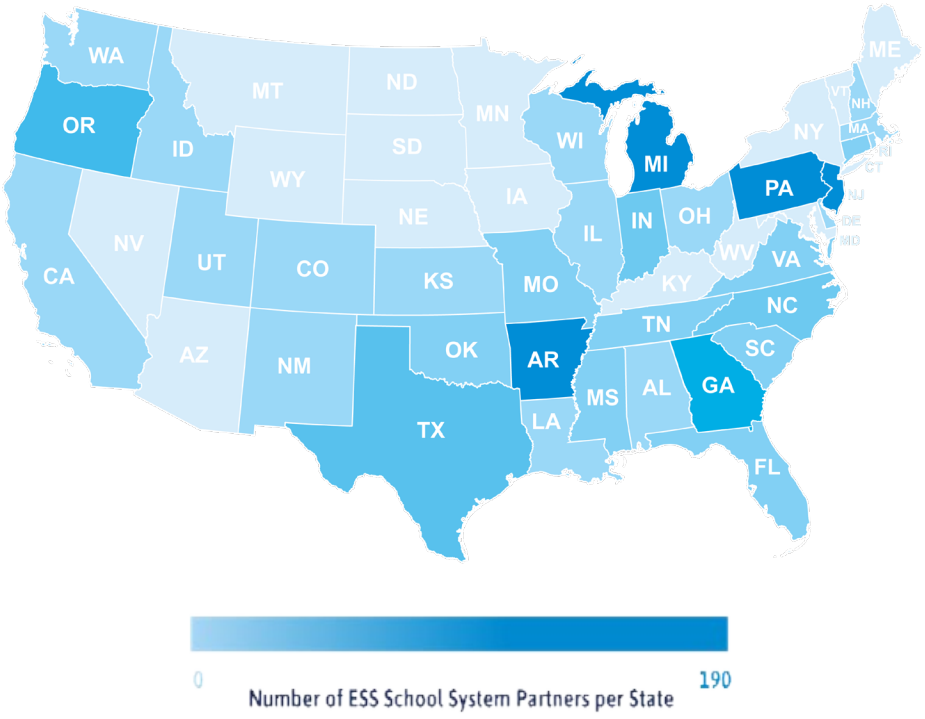
ESS' comprehensive support does not end with our initial implementation period. On a continuous basis, we adapt and update facets of the program with the goal of achieving maximum efficiency. We listen to your feedback and strive to streamline processes to ensure we exceed your expectations.

Tab IV – Experience & Qualifications

Company Background

ESS was founded in 2000 to provide administrative relief, an enhanced learning environment to school districts, and professional working opportunities to qualified educators. ESS now partners with over 1,400 districts nationwide, serving more than 10,000,000 students daily. Our over 900 corporate employees help place in 40 types of substitute and permanent positions, fill over 35,000 substitute placements daily, and manage over 1,000,000 substitute and permanent employees.

As the country's largest provider of education-exclusive talent, we have a rich history and extensive experience serving school districts, making us the most effective solution for all their needs. Our approach to the industry and our support for our district partners, starting at the school level, have always been unique. We were established with the sole purpose of making a difference in education for students. For the past 25 years, we have been focused on improving student achievement and providing an excellent education to every student every day. We work exclusively in education because we understand that the care and instruction of students should never be a side project. This core focus sets us apart from other organizations. We answer to you and your schools, not shareholders.



History with Knox County Schools and Tennessee School Districts

We have been partnered with Knox County Schools since 2023. Our program's goal has always been to support your district, its faculty, and its students at the highest level. One of your District's principals praised our program during a recent principal survey, stating, "This has been an excellent service. This is the first time in four years that some of these positions have been filled."

When ESS partnered with KCS, the District was facing difficulties finding qualified employees to fill needed instructional assistant, speech-language pathologist, and school psychologist roles in each school. We implemented several procedures to ensure we could help solve this problem for the District. We developed a step-by-step vetting process to ensure we hired the best candidates for the District possible. We developed an interactive Google sheet that shows both ESS and the District what stage each applicant is in. Once a new employee is placed in a District school, our Local Account Manager, Heather Maples, schedules school visits to meet with the principal to evaluate the new employee, building strong relationships with each District principal. Regional Manager Ingrid Ahmad regularly speaks with Michelle Flynn and Lisa Ross to discuss our current SLPs and school psychologists employed in the District as well as any anticipated vacancies so we can be ahead of finding qualified employees for the District's needs. Finally, we have retained over 50% of our placements from year to year. Due to Heather's and Ingrid's efforts, employee incentives, such as sign-on bonuses and relocation incentives, virtual options, District school relationships, and weekly pay, we have a wonderful retention rate for employees we place within the District.

Two of our speech-language therapists have even been hired by the District, which showcases the exceptional quality of employees we hire to fill District needs.

In addition to our efforts during the school year, our partnership has provided 25 ESS employees to provide educational services for the summer Special Education summer program.

During our tenure with your District, we have worked to ensure all employees and the District continue to experience wonderful results from our partnership. Some of our achievements within the District include the following:

- Award various ESS employees with Employee of the Month awards as chosen by District principals. Employees receive a monetary award and recognition in their schools and on social media.
- Offer incentives for employees to work regularly. During February, we ran a "Perfect Attendance" contest in which employees who had perfect attendance for the month were entered into a raffle for a gift card drawing.
- Covered all costs associated with background checks, Para Pro exams, and drug screening for ESS employees working in District schools.

- Consistently show employees and District administration appreciation with gifts such as Appreciation Week gift bags, cookies, and "You're the Balm" gift bags.

We have served Tennessee for the last 8 years, recruiting, hiring, training, placing, and managing daily and permanent personnel. We have a strong regional presence with over nineteen successful school district partnerships in the state. Our experience and success in the state come with real benefits for Knox County Schools. Our deep roots within the state give us both a strong employee pool and recruiting infrastructure to ensure that your District receives the highest quality and quantity of employees possible.

Tennessee Current Client List

ESS provides educational personnel and management solutions to 17 school districts in Tennessee. Below is a list of all of our clients in Tennessee for which we provide educational personnel and management services, including substitute positions, instructional assistants, speech-language pathologists, psychologists, and more.

Present District Partnerships

- Alcoa City School District
- Anderson County School District
- Bedford County School District
- Blount County Schools
- Cheatham County School District
- Dickson County School District
- Greene County School District
- Hamilton County Schools
- Hawkins County School District
- Kingsport County School District
- Knox County Schools
- Lenoir City Schools
- Maury County Public School District
- Monroe County Schools
- Robertson County School District
- Sullivan County School District
- Sweetwater City School District

ESS Case Studies

Glen Rock Public Schools – Effectively Responding to an Increased Need for Teacher Assistants

When ESS first met with the District administrators at Glen Rock Public Schools, the District was struggling to find qualified Teacher Assistants and Paraprofessionals to support their growing special education program. These difficulties created an administrative burden for District administration and created an issue of inconsistency in the classroom.

When ESS partnered with the District in July of 2011, the District requested we hire both certified teachers and teacher assistants to be placed int he District. While this is not a customary procedure for ESS, we
worked with them to ensure we could fulfill this need and had a full staff in place and classroom-ready by September 2011.

ESS implemented a widespread recruiting campaign and held extensive interviews with individuals throughout the surrounding community. We worked alongside the building administration of each District school to identify the perfect candidates to support these programs at the classroom level, retain staff year-over-year, and provide consistent student support.

After working with the District for over 13 years, ESS continues to provide the staff with comprehensive ongoing training programs, including several professional development sessions covering topics like executive functioning, emotional intelligence, positive behavior outcomes, and positive conditioning, as well as CPI (crisis prevention intervention) training.

Our hands-on approach and consistent communication allow ESS to provide the District with a continually successful program providing teacher assistants for over 13 years. We currently provide over 70 Teacher Assistants to support the needs of Glen Rock Schools.

Savannah-Chatham County Public School System – Filling Much-Needed Vacant Positions Right Away

When ESS partnered with the District in July of 2023 for their speech-language pathology program, the District requested we hire both certified teachers and teacher assistants to be placed in the District. While this is not a customary procedure for ESS, we worked with them to ensure we could fulfill this need and had a full staff in place and classroom-ready by September 2023.

From there, ESS went to work to find the most qualified employees for the District. We ramped up our hiring efforts and brought on an additional ten highly qualified Speech-Language Pathologists to meet the District's growing demand for the 24/25 school year of seventeen SLPs.

The collaboration between our program and the District stands out not only due to our ability to fulfill District needs but also because of our leadership's firsthand experience as Speech-Language Pathologists in the public school system. This unique qualification allows us to bring a depth of understanding and tailored solutions to Savannah-Chatham County Public Schools, positioning us as the ideal partner for their ongoing success.

Supporting Education Differently

Inventing Innovative Programs

ESS is committed to continuously improving our program, assessing operations, recruiting quality employees, improving employee support, improving statistical program insights, and finding new ways to help the communities in which we work.

Supporting Student Achievement

We strongly believe in supporting student achievement and will strive to aid Knox County Schools' students. Whether through providing additional resources, offering volunteer services, or sponsoring academic programs, ESS is committed to collaborating with the District and the local community to ensure every student reaches their full potential.

Customized Approach

We build our program strategy around the needs of every school, system, and community, customizing everything from recruitment and training to program support and performance incentives. We provide daily communication and accountability to each principal, supervisor, and any other designee, guaranteeing we meet the varied needs of all stakeholders.

Ensuring Diversity, Equity, and Inclusion

Our mission is to hire employees who reflect the values and demographics of where they live and work, so we're always learning new ways to grow the diversity of our staff. In 2022, ESS formed its Diversity, Equity, and Inclusion (DEI) Advisory Council. The council's mission is to help ensure a work environment where all employees - regardless of race, ethnicity, religion, gender, sexuality, or ableness - can contribute to the fullest of their abilities in a fair and welcoming space.

Newsweek magazine named ESS one of America's Greatest Workplaces for Diversity and one of America's Greatest Workplaces for Women. At ESS, we strive to create a workplace where everyone can work to share ideas, solve problems, serve our clients and students, and be proud of their company's accomplishments.

The Resources to Improve Education

ESS revenues are over $1 billion. In addition to ESS' internal working capital resulting from its operations, the company has the support of its private equity partners, including its primary stakeholder The Vistria Group. Vistria became our majority investor in 2021 to help support the company in its next growth stage with additional resources and favorable financing.

The Vistria Group is a private equity investor with over $7 billion of capital under its management. The company works to improve U.S. education and promote social change, supporting over 20 million students through its impact-focused portfolio. The firm is also active in community service, with its employees completing 23,000 hours of community work last year.

Vistria's investments have positioned ESS to continue innovating services for our district partners, empowering the company to provide a level of service that other firms simply cannot.

Vistria has also provided ESS with an advisory board of education professional leaders to ensure the students we serve receive the quality education we're committed to providing. This advisory board includes:

- Chris Cerf, Former NJ Commissioner of Education
- Dr. Donald Fennoy, Former Superintendent of Palm Beach County Schools, FL
- Dr. Michael Hinojosa, Former Superintendent of Dallas Independent School District, TX
- Dorsey Hopson, Former Superintendent of Shelby County Schools, TN
- Dr. Vernon Johnson, Former Superintendent and Education Entrepreneur
- Bill Macatee, Former CBS Sports Broadcaster
- Dr. Donna Wright, Former Superintendent of Wilson County Schools, TN

ESS is happy to be supported by firms such as The Vistria Group and the founding equity partner, Nautic Partners, LLC, who strive to improve student achievement and empower ESS to achieve its service goals. ESS is a well-funded company supported by investors who share its goal of helping students achieve while uplifting their surrounding communities.

Management Team Built for Maximum Support

A major distinguishing factor of ESS is our level of management support. We've designed our management team specifically for Knox County Schools, giving it the best possible people and structure to serve your District, employees, students, and community.

The team is made up of managers who have outstanding credentials and in-depth experience withK-12 school districts. They are bright, committed, and passionate about education and have leveraged those skills to improve educational equity and resources in Knox County Schools since our partnership began in 2020. and throughout the country. They've personally built some of our largest, most complex, and thriving partnerships through their creativity and decades of experience in education. They will bring those same insights to Knox County Schools.

The ESS Team is designed with three key branches to provide peerless support to your District: Regional, Onsite, and Corporate.

Local Support Team

We have found great success placing ESS staff to work directly with our partner districts. Therefore, Local Account Manager Heather Maples will continue to maximize our service and success within Knox County Schools. KCS' Account Manager Heather Maples serves as the primary point of contact between ESS and your school leaders. Account Manager Heather Maples has knowledge and relationships in the schools she supports, providing an everyday presence in your schools. She works collaboratively with your District and school personnel to improve academic achievement. Additionally, she ensures that we continue to build positive and impactful community relationships and provide extra support to each school in the District.

Regional Support Team

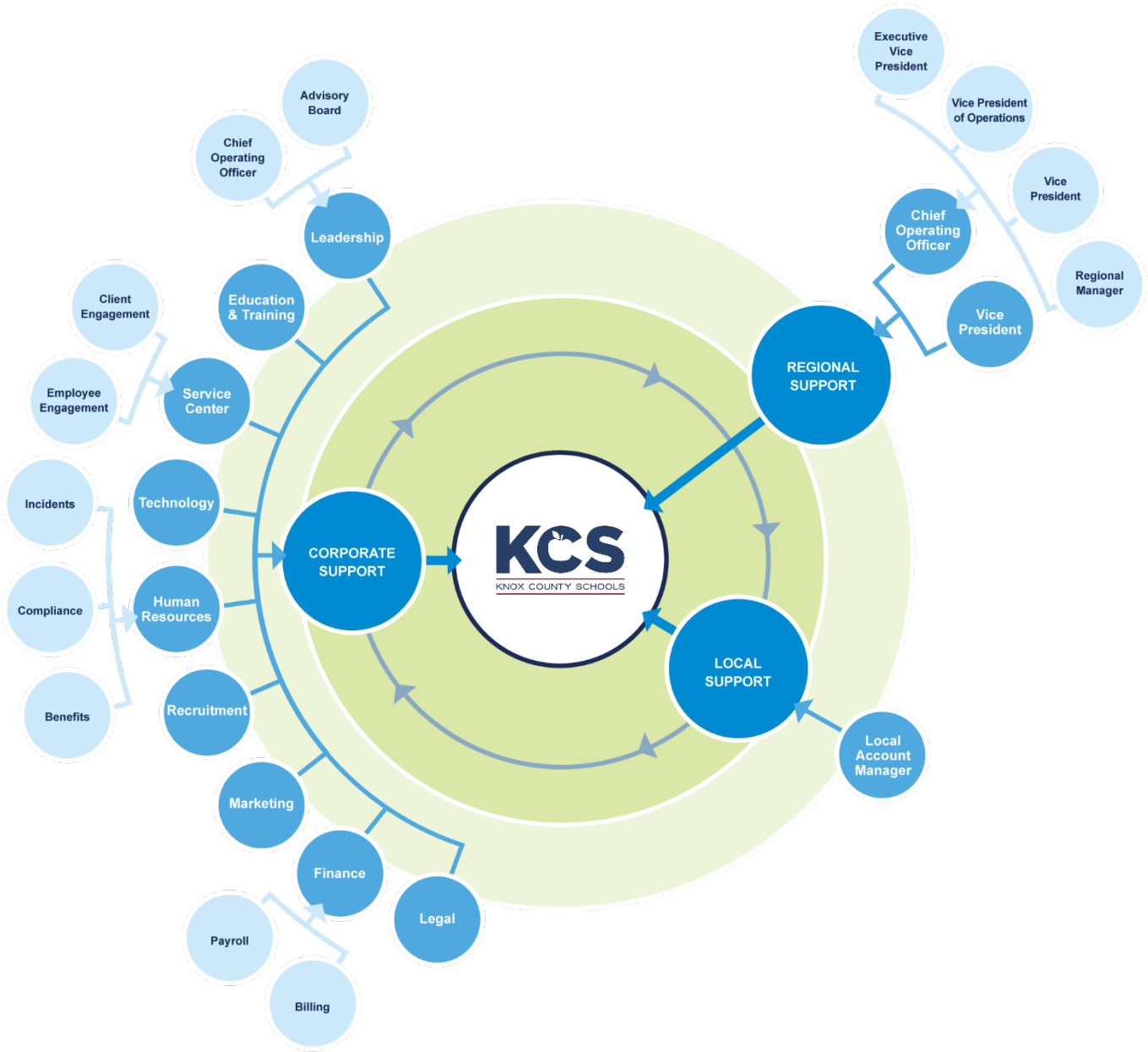
The Regional Support Team is the leadership and management core of the ESS Team. They focus on the District, building the knowledge and understanding of the community necessary to provide the best possible service. They have experience in all aspects of staffing, including recruiting, training, and managing K-12 staffing programs. Our Regional Support Team of Mike DeMarco, Becky Saffles, Yeva Wilford, and Ingrid Ahmad ensures the Corporate Support Team continues to provide exceptional efficiency and reliability to Knox County Schools. Regional Manager Ingrid Ahmad also maintains exceptional communication with District department Leads Michelle Flynn and Lisa Ross.

Corporate Support Team

Providing services solely to school districts, the Corporate Support Team will continue to be proactive and accessible to the District. The Corporate Support Team supports human resources, technology, customer service, recruiting and hiring, legal compliance, communications, and billing and finance. Each department of the Corporate Support Team is dedicated to your District. They will continue to regularly evaluate, report on, and contribute to our partnership. These departments are available by phone and email to District staff and ESS employees to answer questions, offer guidance, and assist with any task.

ESS/Knox County Schools Organizational Support Chart

Below is an organization chart representing our senior leadership and the immediate management team that serves your school district.



Local Support Team

Heather Maples

Account Manager | HMaples@ESS.com

Heather has extensive experience in the classroom. She brings her wealth of knowledge regarding classroom needs to Knox County Schools in her role as Local Account Manager. Heather is a consummate professional who uses innovative ideas and tested methods to ensure our partnership continues to operate smoothly. As an account manager at ESS, she is the face of ESS with your District, onboarding and training instructional assistants while managing daily operations within the District. Heather will continue to work with your District to ensure our program remains successful for years to come.

Experience

ESS

September 2023 - Present - *Local Account Manager*

- Manages instructional assistants with Knox County Schools
- Recruits, screens, and interviews candidates to work one-on-one with special needs and in-class support instructional assistants
- Uses recruiting tools and outsourced platforms to ensure a steady flow of applicant interest
- Creates databases and spreadsheets to improve management and reporting accuracy

Anderson County Schools

October 2013 - August 2023 - *Preschool Teacher*

Children's Center of Knoxville

July 2003 - October 2013 - *Assistant Teacher*

Education

- Associate of Science, Early Childhood Education, Roanne State Community College, Harriman, TN

Regional Support Team

Mike DeMarco

Executive Vice President | MDeMarco@ESS.com

Mike is a technology and customer-service specialist, highly adept at meshing software solutions with live customer support staff. He will continue to use his expertise to ensure your program is successful while ensuring optimal performance and customer service interactions. He will continue to facilitate communications between your District and ESS operations, ensuring complete alignment across all program elements, from recruitment and hiring to training and technology customizations.

Mike will continue to oversee the hiring of employees for your District, manage client interfacing, provide guidance and leadership across all facets of HR with the District, and align HR and operations to ensure proper recruiting and hiring throughout the District.

Experience

ESS

2021 - Present- *Executive Vice President South Central*

- **Oversees** all operations throughout parts of our South Central Region
- Directly leads our Tennessee partnerships
- Builds and maintains strong client relationships through frequent site visits, meetings, monthly joint reviews, budget attainment, talent development planning, and more
- Directs the compliance department to ensure your assignments are staffed with employees who are 100% compliant with all regulations
- Leverages his regional and budget expertise to provide accurate cost estimates for staff and services to establish your District for success
- Oversees quality assurance and client satisfaction

ESS

2018 - 2021 - *Vice President of Implementations*

- Managed implementation and client interfacing on new client engagements, software implementation, and post-start-up client needs
- Responsible for optimizing the efficiencies of 90+ staff members in Paragould, Arkansas Call Center
- Provided guidance and leadership across HR, billing, payroll and call center management, and staff
- Led the project to implement systems and solutions that optimize the efficiency of our call center personnel
- Aligned HR and operations to ensure proper recruiting and hiring across needed areas

Compass Group USA

2014 - 2018 - *Vice President of Field System Solutions*

Crothall Healthcare, a subsidiary of Compass Group USA

2007 – 2014 - *Vice President of Information Technology*

GCA Services Group

2003 - 2007 - *Vice President of Information Technology*

Strategic Link Consulting

1998 - 2003 - *Manager of Professional Services*

Aramark Corp.

1997 – 1998 - Network Administrator

Education

- MBA with a concentration in Computer Information Systems, Temple University - Philadelphia, PA
- Bachelor of Arts in Business Administration, Stockton University – Pomona, NJ

Becky Saffles

Vice President of Operations | RSaffles@ESS.com

Becky has 10+ years' experience in Human Resources in education. She joined our team in July 2017, spending over four years as a Regional Manager for the ESS Southeast region before moving into her current role as Vice President of Operations for the Midwest and South Central divisions. She oversees multiple districts and states, specializing in our operations and recruitment. Becky continues to lead her teams with a focus on building strong relationships to drive better communication, leading to increased recruitment.

Experience

ESS

November 2021 - Present – *Vice President of Operations*

- Communicates regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Cultivates and maintains positive working relationships with employees, executives, and other stakeholders
- Coordinates work across departments to keep teams on track with company goals.
- Instills substantial operational improvements by reworking policies and enhancing enforcement.
- Hires and manages employees to maximize productivity while training staff on best practices and protocol
- Oversees multiple districts and staff members to deliver quality customer service and results
- Helps staff identify unique strategies to recruit and retain applicants on a regular basis

July 2017 – November 2021 – *Regional Manager*

- Hired talented, trainable team members and drove new business strategies to grow revenues.
- Organized and conducted recruiting events at area colleges.
- Oversaw development of organization's network and established relationships with community stakeholders.
- Assisted in implementing multiple new districts
- Handled onboarding and training of new staff members
- Assisted local teams with onboarding and systems trainings in districts across the country

Blunt County Schools

June 2012 - July 2017 – *Human Resources Specialist*
October 2011 – June 2012 - *Receptionist*

US Cellular Wireless

January 2008 - January 2010 – *Customer Relations Specialist*
January 2006 – January 2008 – *Help Desk Representative*
January 2004 – January 2006 – *Customer Service Representative*

Yeva Wilford, M.S., CCC-SLP

Vice President

954.498.0446 | YWilford@ESS.com

Yeva is a compassionate, detail-oriented leader with a phenomenal management and communications background. As a speech-language pathologist, Yeva knows first-hand the value a reliable special education personnel program provides to students and faculty. Yeva oversees program operations to ensure district positions are filled efficiently. She develops and implements operational strategies to meet the growing needs of Knox County Schools, managing budgets and resources to maximize service delivery and meet staffing demands.

Experience

ESS

August 2019 - Present - *Vice President Academic Staffing*

- Lead evaluator for Miami-Dade County Public Schools --North Region. Conduct approximately 500 speech and language evaluations for students in preschool through 12th grade per school year term. Provide summarized evaluation reports with findings.
- Work alongside school personnel to meet deadlines and complete necessary documentation in preparation for staffing.
- Recruit, train, and manage regional staff to cover areas in need.

Beyond Words Therapy, Inc.

January 2016 - March 2022 - *Speech-Language Pathologist*

Broward County Public Schools

July 2017 - June 2019 – *Speech-Language Pathologist*

Speech Rehab Services

July 2014 - June 2017 - *Speech-Language Pathologist*

Education

- Master of Science, Speech-Language Pathology, Nova Southeastern University, Ft. Lauderdale, FL
- Bachelor of Science, Audiology and Speech-Language Pathology, Brooklyn College, Brooklyn, NY

Ingrid Ahmad, M.S., CCC-SLP

Regional Manager

904.603.3478 | IAhmad@ESS.com

Ingrid Ahmad is dedicated to improving outcomes for students and staff in public schools. Leveraging her experience as a bilingual speech-language pathologist, Ingrid applies her deep understanding of the educational environment by proactively addressing challenges, collaborating effectively with teams, and ensuring student needs are consistently met. Ingrid oversees daily operations, ensuring all special education positions are filled and staff receive the necessary support, working closely with her team to achieve these goals. She plays a critical role in managing the recruitment pipeline and attracting top-tier talent to fill special education vacancies.

Experience

ESS

June 2023 - Present - *Regional Manager Academic Staffing*

- Serves as the daily go-to contact for District officials
- Provides guidance and direction to ESS/PSI employees
- Conducts observations and formal employee evaluations in strict accordance with District rules, processes, and policies
- Guarantees that District needs are met through daily communication and operational transparency
- Works closely with District staff and principals on all aspects concerning ESS/PSI employees

Miami-Dade County Public Schools

August 2019 - June 2023 - *Speech-Language Pathologist*

Encore Rehabilitation Services

January 2020 - March 2021 - *Speech-Language Pathologist*

Encompass Health

August 2018 - November 2018 - *Speech-Language Pathologist Intern*

Nicklaus Children's Health Systems
May 2018 - July 2018 - *Speech-Language Pathologist Intern*

Education

- Masters of Science, Speech-Language Pathology, Florida International University, Miami, FL
- Bachelor of Science, Health Service Administration, Florida International University, Miami, FL

Corporate Support Team

Company Leader

Steve Gritzuk

Chief Operating Officer | SGritzuk@ESS.com

Steve has over 20 years of experience in K-12 operations and currently manages the entirety of ESS operations and information technology nationwide. He ensures quality operations and customer-centered programs for every ESS client. Steve is heavily involved in the transition and design of our district partnerships. He is strategically instrumental in a program's success, guiding everything from team selection to overall budget. A hands-on leader, he is an active presence with our partners, helping to adjust and refine program strategy to maintain optimal performance. He is ultimately responsible for all aspects of the program's operations. He will continue to ensure our ability to expand our program with Knox County Schools as desired, as well as our ability to provide a continuously high level of performance.

Recruitment

Candy Crim

Vice President of Recruitment and Talent Acquisition | CCrim@ESS.com

Candy is responsible for leading the employee recruiting efforts at a national level, with a focus on targeted and practical tactics. She has successfully hired employees by establishing a strong network and community connections in all partnerships. Her efforts ensure high recruitment rates and attract qualified and engaged employees.

Candy will continue to work closely with the Regional Support Team to hire talented personnel to fill vacant positions in your District. She will continue to create customized recruiting campaigns using various strategies to attract the best and personnel available. Her diverse experience enables her to quickly and efficiently move exceptional candidates through the hiring pipeline.

Marketing

Jennifer Mangan

Vice President of Marketing and Sales | JMangan@ESS.com

Jennifer has over 20 years of experience in communication and design and 10+ years in K-12 education, creating and customizing recruiting campaigns for our partnering districts. She leads our in-house marketing team, which provides graphics, printed, and written collateral throughout the company.
She is the company's foremost communications strategist, leading the design and execution of our multichannel recruitment campaigns. Jennifer and her team create all print and digital materials for Knox County Schools, from recruitment postcards and signage to training manuals and technology tip sheets.

Throughout her career at ESS, Jennifer has led many successful community service initiatives, such as "Read Across America" book drives, food drives, and ESS' annual art contest.

Human Resources

Vincent Cinaglia

Employee Relations Director | VCinaglia@ESS.com

Vince Cinaglia, the Employee Relations Director, manages the HR needs of ESS employees working in Knox County Schools. He has led ESS human resources for the past seven years, overseeing employee relations, incident reporting, and resolution.

He will continue to work with the Regional Support Team and Knox County Schools to guarantee the quality of service that students receive. Vince and his team of incident coaches created an interactive retraining program, Engaged Learning, which addresses common concerns about performance and professionalism.

Furthermore, Vince and his team are a valuable resource for our employees to address any issues, questions, or concerns they may have. They also assist employees in enrolling in our medical benefits or 401(k) programs.

Technology & Systems

Steve Erickson

Chief Information Officer | SErickson@ESS.com

Steve leads all technology initiatives, from integrations to security and new system development. He will continue to be a key leader, strategist, and technical expert on every aspect of Knox County Schools' technology needs. An innovative thinker specializing in efficiency and custom solutions, he is instrumental in streamlining and optimizing technology systems for our more extensive partnerships.

Steve earned his Master of Science degree in information systems from Drexel University after earning his bachelor’s in economics from the University of Maryland. His background in business systems includes ERP, WIMS, financial systems, POS and payment technologies, and CRM

Rebecca Ribarro

Vice President of Systems Support | RRibarro@ESS.com

Rebecca has transitioned, built, and supported absence management systems for over 150 ESS district clients. She assists districts with their employee setups, system configurations, and integrations. Rebecca will continue to work directly with Knox County Schools to optimize its absence management system.

With a master's degree in computer science and over a decade of experience as a systems expert, Rebecca brings a wealth of technical knowledge to maximize efficiency, effectiveness, ease of use, and support for Knox County Schools. She has expertise working with a wide variety of software, including Microsoft Office Suite, willsub+, Frontline Education Absence Management, the YOSS Platform, AccessData, Freshdesk, PLI Connect, Canvas, and Blackboard.

Finance

Mitzi Hance

Payroll Manager | MHance@ESS.com

Mitzi is a dedicated professional who manages our employees' payroll. Mitzi is an expert in her field and leads a team of skilled and detail- oriented professionals who leave no stone unturned when it comes to ensuring that our employees are paid accurately and on time each week for all their hard work.

Mitzi's team processes our employees' payroll, including calculating their hours, taxes, deductions, and other relevant details. They ensure every employee is paid accurately and without errors or delays.

In addition to managing payroll, Mitzi and her team also assist employees in enrolling in our direct deposit or free debit card program for their convenience. They guide the employees through the process and answer any questions, ensuring a smooth and hassle-free experience.

Kimberly Johnson

Finance Manager | KJohnson@ESS.com

Kim has worked in finance since 2010. Kim is responsible for implementing budget codes, verifying pay and bill rates, assigning billing codes, and handling any additional aspects of the billing process. Kim and her team will continue to customize billing files to meet Knox County Schools' specifications to increase processing time and create backend efficiencies in fund allocation for the Knox County Schools.

Kim and her team will also continue to review Knox County Schools' billing and reconciliation procedures, and they are readily available to review invoices, fix adjustments, improve codes, and answer any questions. Their primary goal is to continue to make the billing process as simple, accurate, and transparent as possible.

Tab V - Pricing

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3635

To evaluate fairly, the County requires this completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award. In addition to the cost sheet, proposers may submit additional pricing information, but evaluations will be based on the pricing requested here.

Payment terms will be based on an agreed-upon hourly rate structure. Agencies must submit invoices as per district billing cycles.

Full Time Position	Hourly Bill Rate
School Psychologist: On-site	$ 94.50
School Psychologist: Virtual	$ 94.50
Speech Language Pathologist: On-site	$ 94.50
Speech Language Pathologist: Virtual	$ 94.50
Instructional Assistants: On-site	$ 23.80

Please attach a detailed overview of your organization's buy-out policies, if applicable.

ESS' contract includes a non-solitation clause which states that the District must wait at least 12 months to hire any ESS employee. However, ESS has approved, and will continue to approve) direct employment of ESS employees by the District on a case-by-case basis as good faith in our partnership.

Tab VI – Other Information

Additional Services

Our program has a unique approach to the education industry, and we are committed to supporting our district partners. All our efforts aim to improve student achievement and ensure that every student receives an excellent education every day. Unlike other organizations, we work solely in the education sector, and we believe that the care and instruction of students should always be the primary focus. This focus sets us apart and allows us to offer additional programs supporting students and schools.

ESS Substitute Services

In addition to the instructional assistant services described in this proposal, we can provide KCS with an effective, fully-managed substitute talent and management program. ESS is the largest dedicated provider of substitute talent and management to the K-12 education market. For the past 25 years, we have built strong partnerships with school district partners while helping them to improve student achievement by offering consistency in the classroom.

Full-Service K-12 Staffing and Management Solution

ESS delivers unmatched service to more than 5.5 million students through a pool of over 100,000 substitute and permanent employees in nationwide. The ESS corporate team is 700 individuals strong, each with a passion for education and working together to ensure our 900+ partner districts experience valuable education every day.

A Professional for Every Position

ESS recruits, trains, places, and manages educational professional personnel. Since we're solely focused on education, each employee has the skills, certifications, and knowledge needed for their position, which means every day is a valuable learning day for your students.

Specialized Recruiting Methods

ESS utilizes our proven specialized recruiting methods, including online and print advertising, working with local colleges and universities, community outreach, and local recruiting events, to ensure our district partners always have access to a large pool of highly qualified substitutes ready to fill staff absences in their schools.

Management Support from a True Partnership

ESS management teams are a continuous and dedicated presence in our partner districts, constantly working with them to not only find the best people and solutions for their schools but also to learn all about their unique cultures, communities, and students. We use this knowledge to provide districts with comprehensive and customized management support, giving them the most time, resources, and hard and soft cost savings possible.

PROXIMITY LEARNING
An ESS Company

Live, Virtual Certified Teachers

In conjunction with our Proximity Learning division, our live online instruction connects the most highly qualified, certified teachers with school districts in need through an interactive instruction model.

These online courses allow for data-driven differentiated instruction. Student progress is tracked in real-time, and teachers use detailed information to create individualized feedback, provide tutoring, and offer supplemental support tailored to each student's learning needs. Courses are aligned with state standards for English, language arts, mathematics, science, social studies, career and technical education, general electives, and world languages.

The Proximity Learning solution benefits school districts when a lack of certified teachers negatively impacts student achievement. This can include districts that are unable to find a certified teacher for a specific subject, when an instructor goes on maternity leave, or when a teacher resigns, and a replacement can't be found.

- Qualified Teachers: Teachers are certified with years of teaching experience; many have advanced degrees
- Flexible Scheduling: Instructors can be part-time or full-time, giving administrators the flexibility to choose
- Dedicated Support: Continuously available for the school's technical and administrative needs
- Customization: Courses are designed to the school's curriculum, grading policy, and schedule

Virtual Certified Teachers - Tutors

Proximity Learning offers three types of virtual tutoring services that may be beneficial for Knox County Schools.

- Tier I Tutoring — This is one-to-one tutoring. It is the direct interaction between a teacher and one student.
- Tier II Tutoring — This tier is for a group of two to four students.
- Tier III Tutoring — This tier is for a group of five to eight students.

We have found that Tier II and Tier III work well for many students. The assistance is targeted at a group audience and not targeted to an individual student.

Tab VII - Exceptions

Exceptions

ESS does not have any exceptions relating to this RFP. We will continue to provide all services as they relate to this RFP.

Tab VIII - Attachments

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3635

Vendor: ESS South Central, LLC

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: Hamilton Count School District
Contact Person: Dr. Zac Brown Phone Number: 423.498.7020
Email Address: brown_z@hcde.org
Nature of Contract: Substitute and Supplemental Staffing Services
Services Provided: Substitute Teachers, Instructional Assistants, Speech-Language Pathologists, School Psychologists
Dollar amount: $ 23,418,584.11 (over life of contract)
Contract start date: November 2019 Contract end date: Ongoing

Name of Firm: Maury County Public Schools
Contact Person: Jennifer Garrard Phone Number: 931.388.8403 ext. 8117
Email Address: jgarrard@mauryk12.org
Nature of Contract: Substitute Staffing Services
Services Provided: Substitute Teachers, Instructional Assistants
Dollar amount: $ 3,924,994.80 (over life of contract)
Contract start date: October 2021 Contract end date: Ongoing

Name of Firm: Robertson County Schools
Contact Person: Michele Galluzzi Phone Number: 615.384.5588
Email Address: michele.galluzzi@rcstn.net
Nature of Contract: Substitute Staffing Services
Services Provided: Substitute Teachers, Instructional Assistants, Food Service Employees
Dollar amount: $ 2,025,088.05 (over life of contract)
Contract start date: April 2023 Contract end date: Ongoing

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3635

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
YES		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

19

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

22. **Certificate of Insurance shall show the RFP number and title.**

23. **Other insurance required** Not Applicable.

Insurance Agent's Statement and certification: **I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.**

Agency Name: Alliant Insurance Services **Authorizing Signature:** Chad Evans

Proposer's Statement and Certification: **If awarded the Contract, I will comply with the Contract insurance requirements.**

Proposer's Name: ESS South Central, LLC **Authorizing Signature:**

TVG-HOL-01 LDING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT NAME: Chad Evans PHONE (A/C, No, Ext): (619) 816-3740 FAX (A/C, No): E-MAIL ADDRESS: chad.evans@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Markel Insurance Company — 38970
INSURED TVG-ESS Holdings, LLC ESS South Central, LLC 2160 Lakeside Centre Way, Suite 302 Knoxville, TN 37922	INSURER B : Trumbull Insurance Company — 27120
	INSURER C : Hanover American Insurance Company — 36064
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PAKP0007461	7/31/2024	7/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ $ $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			72UENAY5MF8	7/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PAKU0007461	7/31/2024	7/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Commercial Crime			BD3-J340033-00	3/7/2023	3/7/2026	Aggregate Limit	3,000,000
A	Professional Liabili			PAKP0007461	7/31/2024	7/31/2025	1M Ea Claim/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Proposal Number 3635, Supplemental Staffing Services

Knox County Schools, Knox County are included as Additional Insured respect to the General Liability.

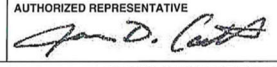
CERTIFICATE HOLDER

Knox County Schools
Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3635

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
YES		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

19

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

22. Certificate of Insurance shall show the RFP number and title.

23. Other insurance required Not Applicable.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: Paychex Authorizing Signature: Mary P Strei

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: ESS South Central, LLC Authorizing Signature:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mary Storti c/o Paychex Insurance Agency, Inc. 225 Kenneth Drive, Rochester, NY 14623	CONTACT NAME: PHONE (A/C, No, Ext): (888) 627-4735 FAX (A/C, No): E-MAIL ADDRESS: PEO_WorkComp@paychex.com
INSURED Paychex PEO Holdings, LLC Alt. Emp: ESS SOUTH CENTRAL LLC 911 Panorama Trail South Rochester NY 14625	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20175001 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 29-38-687-22	06/01/2024	06/01/2025	☑ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	Client# 301060-TN-CORP	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to: ESS SOUTH CENTRAL LLC, 2160 Lakeside Centre Way, Suite 302, KNOXVILLE TN 37922
The RFP Number is 3635, and the Proposal Name is Supplemental Staffing Services

CERTIFICATE HOLDER

Knox County Schools
400 W SUMMIT HILL DR
Knoxville TN 37902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary P Storti

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ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3635

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Jeffrey Belz, President or other Principal

Officer of ESS South Central, LLC, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: ESS South Central, LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF Camden }

Subscribed and sworn before me by Jeffrey Belz,

President or Principal Officer of ESS South Central, LLC,

On this 11th day of March 2025.

Notary Public

My Commission expires: 9/8/2028

DEBORAH L. FERGUSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 8, 2028

21

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3635

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: General Counsel and Vice President Date: 03/11/2025

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: General Counsel and Vice President Date: 03/11/2025

Attachment C
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Knox County Government and Knox County Procurement Department by and through its governing body and its authorized representatives, Business Associate ("BA"), and _____ Name of Covered Entity), Covered Entity ("CE")

PURPOSE

A. Covered Entity ("CE") operates a (Medical facility with HCP/ Healthcare Plan/ Healthcare Clearing House) certified in Knox County, Tennessee

B. Business Associate ("BA") is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA.

C. CE and BA intend to protect the privacy of Protected Health Information ("PHI") and electronic Protected Health Information ("e-PHI") disclosed to or created or received by BA pursuant to the Agreement in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services, the privacy and security provisions of the American Recovery and Reinvestment Act (Stimulus Act) for Long Term Care, Public Law 111-5, HITECH Act and other applicable laws.

D. CE and BA agree to comply with the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and its implementing regulations at 16 CFR §681.1 and 16 CFR §681.2.

E. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, including the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, Subparts A and E, the standards relating to Notification in the Case of Breach of Unsecured Protected health Information at 45 CFR Parts 160 and 164, Subparts A and D, and the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and D, as such regulations may be amended from time to time (including, without limitation any amendments required by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") (collectively "HIPAA Regulations")

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions**: The following definitions are used by this Agreement:

1.1 **Agreement** – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a) (2) between a Business Associate and a Covered Entity.

1.2 **Breach** – means the unauthorized acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the protected health information. Except that: a use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514 (e)(2) of the Privacy Rule, date of birth, and zip code does not compromise the security or privacy of the protected health information is deemed not to be a "Breach" for purposes of this agreement. Notwithstanding the foregoing, a Breach does not include: (1) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or BA, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (2) any inadvertent disclosure by an individual who is authorized to access. Protected Health Information at Covered Entity's or BA's facility to another similarly situated individual at the same facility, provided such information is not further

acquired, accessed, used, or disclosed by any person without authorization; and (3) a disclosure of Protected Health Information in a situation in which BA has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

1.3 **Business Associate (BA)** – is a person or entity, other than a member of the workforce of a covered entity CE, who performs functions or activities on behalf of a CE that involves access by the BA to protected health information as described in 45 C.F.R. Section 160.103. A BA is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

1.4 **Covered Electronic Transactions** – shall have the meaning given to the term "transaction" in 45 C.F.R. Section 160.103.

1.5 **Covered Entity (CE)** – as the term referenced to the entity to this agreement is a provider of medical and health services as described in 45 C.F.R. Section 160.103.

1.6 **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.

1.7 **Data Aggregation** – means, with respect to Protected Health Information created or received by BA in its capacity as a BA (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by BA with the Protected Health Information received by BA in its capacity as a BA of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.

1.8 **Designated Record Set** – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

1.9 **Disclose** - means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

1.10 **Effective Date** – means the date the Agreement is fully executed, unless specifically noted otherwise herein.

1.11 **Electronic Health Record** – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.

1.12 **Electronic Protected Health Information** – shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. Section 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity.

1.13 **GINA** - shall mean the Genetic Information Nondiscrimination Act of 2008 (Pub. L. 110-223).

1.14 **HITECH** – means Heath Information Technology for Economic and Clinical Health Act.

1.15 **HHS** – means the United States Department of Health and Human Services.

1.16 **Including** – means "including but not limited to."

1.17 **Individual** – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

1.18 **Integrity** – means that data or information have not been altered or destroyed in an unauthorized manner.

1.19 **Data Set** – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e)(2).

1.20 **Plan –** means the group health plan(s) identified in the introductory paragraph to this Agreement.

1.21 **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.

1.22 **Protected Health Information (PHI)** – shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity. PHI includes both Hardcopy and Electronic Protected Health Information ("phi") and means any information, whether oral or recorded in any form or medium, that

i. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and,
ii. Identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual; and,
iii. Is limited to the information created or received by BA from or on behalf of CE.
iv. Hardcopy Protected Health Information ("paper") is a subset of Protected Health Information and means PHI that is maintained as a paper document.

1.23 **Electronic Protected Health Information ("e-PHI")** is a subset of Protected Health Information and means PHI that is transmitted by or maintained in any electronic media.

1.24 **Required By Law** – means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law and shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.

1.25 **Secretary** – means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

1.26 **Security Incident** – shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR 146.304.

1.27 **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.

1.28 **Standards for Electronic Transactions Rule** – means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.

1.29 **Subcontractor** – means an agent of a BA described in 45 C.F.R. Section 165.103 to whom the BA provides protected health information that the BA creates, receives, maintains, or transmits on behalf of a Covered Entity.

1.30 **Unsecured Protected Health Information** – means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary's guidance, of the media on which the Protected Health Information was stored or recorded.

1.31 **Use** – means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

2. Privacy Provisions

2.1 **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The "business associate" provisions of the Privacy Rule govern the terms and conditions under which the BA may use or disclose Protected Health Information. In general, BA agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) BA can fulfill its contractual obligations under this Agreement. In addition, BA specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

2.2 **Permitted Uses and Disclosures by Business Associate**.

2.2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall comply with the provisions of this Agreement relating to privacy and security of PHI on all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to privacy and security of PHI and that are applicable to CE and/or BA. Except as otherwise limited in this Agreement, BA may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the BA, (ii) as permitted or required by this Agreement, and (iii) as Required by Law. BA may disclose Protected Health Information to other BAs of Covered Entity, or to BAs of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law. If and when BA discloses or makes available Protected Health Information to the sponsor of the Plan, BA agrees to disclose or make available Protected Health Information only to the persons identified in the attached Designated Persons Appendix (which may be updated by Covered Entity and communicated to BA from time to time) for the purpose of performing functions, services, or activities for or on behalf of Covered Entity. Upon Covered Entity's request, BA will provide Protected Health Information to other BAs of Covered Entity that assist in administering the group health plans and that are authorized to receive such information.

2.2.2 Except as otherwise limited in this Agreement, BA may use or disclose PHI consistent with CE's minimum necessary policies and procedures to perform functions, activities, or Services for, or on behalf of CE as specified in the Agreement, provided such use or disclosure would not violate the Privacy and Security Rule if done by the CE.

2.2.3 Disclosure for Management and Administration - Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:

i. Disclosures are required by law; or
ii. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and

iii. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

2.2.4 Data Aggregation - Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.

2.2.5 Report Violations of Law - Except as otherwise limited in this Agreement, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j))(1).

2.2.6 De-identification. The BA may de-identify any and all PHI that it obtains from the CE, but only if such de-identification is accomplished in accordance with the requirements of 45 CFR 514 (a) and (b).

2.2.7 Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (i) to the Limited Data Set, or (ii) if needed by BA, to the minimum necessary (as determined by BA) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. BA's ability to satisfy the requirement of this Section 2.2.7 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time BA will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

2.2.8 Except as otherwise authorized by the Privacy Rule, BA shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Section 2.2.8 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

3. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity, BA will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

4. **Additional Obligations of Business Associate**. Except as otherwise specified in this Agreement, the provisions of this paragraph apply only to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity.

4.1 **Safeguards**. BA agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, BA must comply with the Security Rule by:

4.1.1 Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and ePHI as required by the Agreement, and as required by 45 CFR 164.308, 164.310, 164.312, and 164.316 that the BA receives, creates, maintains, or transmits to the same extent as if the BA were a CE. The BA shall undertake such actions in a manner that is consistent with any guidance issued by the Secretary pursuant to the HITECH Act.

4.1.2 Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the BA agree to comply with the applicable requirements of the Privacy and Security

Rules by entering into a contract or other arrangement that complies with the Privacy and Security Rules.

4.1.3 Promptly report to CE any Security Incident of which BA becomes aware. In addition, BA agrees to promptly notify CE following the discovery of a Breach of Unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to BA or any employee, officer or agent of BA, other than the individual committing the Breach.

4.1.4 BA shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement.

4.2 **Reporting and Mitigation**. Business Associate will report to Covered Entity any acquisition, access, use, or disclosure of Protected Health Information of which BA becomes aware, or that is reported to BA by an agent or Subcontractor, that is in violation of this Agreement.

BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured PHI). BA agrees to reasonably cooperate and coordinate with CE in the investigation of any violation of the requirements of this Agreement and/or any Security Incident or Breach. BA shall also reasonably cooperate and coordinate with CE in the preparation of any reports or notices to the individual, a regulatory body or any third party required to be made under HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules, or regulations, provided that any such reports or notices shall be subject to the prior written approval of CE.

4.3 **Agents and Subcontractors**. BA agrees to enter into an agreement with each of its subcontractors pursuant to 45 CFR 164.308(b)(1) and HITECH 13401. BA shall monitor and ensure, in accordance with 45 CFR 164.502(e)(l)(ii) and 164.308(b)(2), that any agents, including subcontractors and subcontractors of subcontractors, that create, received, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA through this Agreement with respect to such information.

4.4 **Access to Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to provide access, at the request of CE, and in the time and manner designated by the CE, to PHI in a Designated Record Set, to Covered Entity or, as directed by CE, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.5 **Amendment of Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to pursuant to HIPAA Regulations at the request of CE or an Individual, and in the time and manner designated by the CE. If an Individual makes a request for an amendment to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.6 **Disclosure Accounting**. BA agrees to document disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. BA agrees to provide to CE or an Individual, in the time and manner designated by the CE, information to permit CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual. At a minimum, Business Associate shall provide Covered Entity with the

following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. BA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be CE's responsibility to promptly notify BA of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, BA shall track other disclosures and/or make available to CE such information as is necessary for Covered Entity to comply with any additional accounting requirements.

4.7 **Access to Business Associate's Internal Records**. BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CE available to CE or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or BA.

4.8 **Electronic Transactions**. In the event the BA transmits or receives any Covered Electronic Transaction on behalf of CE, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law and shall ensure that any agents and Subcontractors that assist BA in conducting Covered Electronic Transactions on behalf of CE agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

4.9 **GINA**. BA agrees not to use or disclose Protected Health Information that contains genetic information if such use or disclosure would violate GINA.

5. Obligations and Rights of Covered Entity.

5.1 **Notice of Privacy Practices**. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.

5.2 **Requests by Covered Entity**. CE shall not request or direct BA to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CE. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as CE. To the extent a dispute or difference of opinion exists between the BA and CE regarding whether a use or disclosure is permissible, BA may disclose the Protected Health Information under objection pursuant to the specific, written direction of CE. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.

5.3 **Authorizations**. CE shall notify Business Associate of any authorization provided by an Individual to use or disclose Protected Health Information (and any changes in or revocation of such an authorization),, to the extent that such information may affect Business Associate's use or disclosure of Protected Health Information. Upon receipt of such notification, BA shall use or disclose Protected Health Information in accordance with the authorization or changes thereto.

5.4 **Restrictions**. CE shall notify BA of any restriction on the use or disclosure of Protected Health Information to which CE has agreed in accordance with 45 C.F.R. Section 164.522 or is required to agree under HITECH (and any changes to or termination of such a restriction), to the extent that such restriction may affect BA's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual. Upon receipt of such notification, BA shall comply with such a restriction.

5.5 **Agreement Breaches by Business Associate**. If CE obtains knowledge of a pattern of activity or practice of BA that constitutes a material breach or violation of BA's obligations under this Agreement,

CE will take reasonable steps to cure such breach or end such violation. If CE cannot successfully cure the breach or end the violation, CE shall terminate the Agreement in accordance with Section 8.2 if feasible.

6. Electronic Security Provisions

6.1 **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Section 6 along with the other sections of the BA Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the BA may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of CE. In general, BA agrees and intends to act such that (1) CE can fulfill its responsibilities under HIPAA; (2) BA can fulfill its responsibilities under HIPAA; and (3) BA can fulfill its contractual obligations under this Agreement.

6.2 **Obligations of Business Associate.** In accordance with the Security Rule, BA agrees to:

6.2.1 Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying security officer and training personnel. This Section 6.2.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.

6.2.2 Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that BA creates, maintains, receives, or transmits on behalf of CE.

6.2.3 Enter into a written contract with any agent or Subcontractor to whom BA provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Section 6 to BA, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

6.2.4 Report to CE any Security Incident of which BA becomes aware. BA shall provide such notification on a quarterly basis, unless a prompter notice is otherwise required by this Agreement. With respect to Security Incidents that result from an unsuccessful attempt to access, use, disclose, modify, or destroy Electronic Protected Health Information or interfere with system operations in an information system containing Electronic Protected Health Information, the notification required hereunder need only report the aggregate number of such incidents.

6.2.5 Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to BA.

6.3 **Obligations of Covered Entity**. CE shall not request or direct BA to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

7. Breach Notification Requirements

7.1 **Breach Notification**. To the extent BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, as set forth in Section 13402(h) of HITECH, BA shall promptly report to CE any Breach of such Unsecured Protected Health Information by it, its subcontractors or agents of which it becomes aware. Prior to notifying CE of the Discovery of a Breach, BA shall take reasonable steps to satisfy itself based upon reasonable diligence that the acquisition, access, use or disclosure of PHI was not unintentional or

inadvertent. Notification to CE shall be made without unreasonable delay and in no case later than five (5) business days after the earlier of: (i) the first day on which such Breach is known to BA; or (ii) the first day on which such Breach, by exercising reasonable diligence, would have been known to any person (other than the person committing the Breach) who is an employee, officer or other agent of BA. Notification will be made to the CE's Privacy Officer. Notification of the Breach may only be delayed if such delay is required by law enforcement purposes as set forth in 45 C.F.R. Section 164.412. If BA has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, BA shall inform CE within 24 hours of receiving the request. BA shall exercise reasonable diligence and promptly supplement its report with any additional information as may be obtained by BA. BA, its affiliates, agents and subcontractors shall not provide any notification or information regarding any Breach to any person other than CE, except to the extent such action is: (i) required by law, (ii) required under this Agreement, or (iii) taken pursuant to a prior written consent of Covered Entity. Notwithstanding the foregoing, BA may provide information regarding a Breach to its legal counsel.

7.2 **Content of Report**. Notification to CE of a Breach shall include, at a minimum, the following:

7.2.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

7.2.2 A description of the types of Unsecured PHI that were involved in the incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information) and that were or are reasonably believed by BA to have been impermissibly accessed, acquired, used or disclosed;

7.2.3 A fact-specific and detailed risk assessment of whether the incident poses a significant risk of financial, reputational, or other harm to the individual whose Unsecured PHI has been (or is reasonable believed by BA to have been) acquired, accessed, used or disclosed;

7.2.4 Identification of the Individuals whose Unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed;

7.2.5 Any steps Individuals should take to protect themselves from potential harm resulting from the incident;

7.2.6 A brief description of what BA is doing to investigate the incident, to mitigate harm to Individuals, and to protect against any further incidents; and

7.2.7 Any other information reasonably requested by CE to be included in the report.

7.3 **Documentation and Retention**. BA will document all actions described in this Section 7 and maintain such documentation for at least six years from the date the documentation is created or the date it was last in effect, whichever is later.

7.4 **Reimbursement, Mitigation and Cooperation**. BA will reimburse CE for all reasonable and necessary out-of-pocket costs incurred (including without limitation costs associated with providing required notices) as a result of a Breach by the BA, its affiliates, subcontractors or agents. Business Associate further agrees to cooperate with CE as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such a Breach or other use or disclosure of Protected Health Information in violation of the terms and conditions of this Agreement, and fully cooperate with CE on all matters relating to such incident and associated notifications by CE to Individuals, the media, the Secretary, the Federal Trade Commission, or any other governmental entity.

7.5 **Continuing Duty to Report**. Nothing in this Agreement shall be construed to relieve BA of its existing reporting obligations under the Agreement and BA shall continue to report to CE in the time and in the manner provided for in the Agreement. The occurrence of a Security Incident of a use or disclosure of PHI in a manner that is not provided for in the Agreement shall not discharge BA's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.

8. Term and Termination

8.1 **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information provided by CE to BA, or created or received by BA on behalf of CE is destroyed or returned to CE, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 8

8.2 **Termination**. Upon CE's knowledge of a material breach by BA of the terms of this Agreement, CE shall either:

8.2.1 Provide an opportunity for BA to cure the breach or end the violation.
8.2.2 If BA does not cure the breach or end the violation within the time specified by CE, CE shall terminate this Agreement;
8.2.3 If BA has breached a material term of this Agreement and cure is not possible, immediately terminate this Agreement; or
8.2.4 If neither termination nor cure is feasible, CE shall report the violation to the Secretary.

8.3 **Effect of Relationship Termination**.

8.3.1 Except as provided in Section 8.3.2 and/or 8.3.3 of this sub-section, upon termination of the Agreement, for any reason, BA shall return or destroy all Protected Health Information received from or created or received by it on behalf of CE and will certify that such return or destruction has been completed no later than 30 calendar days following the effective date of termination. The certificate of return or destruction should be mailed to Knox County Risk Management, Attn. Privacy Officer, 400 Main Street Suite 345, Knoxville TN 37902. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. BA will not retain any copies of Protected Health Information.

8.3.2 In the event that BA determines that returning or destroying Protected Health Information is infeasible, BA will notify CE in writing, no later than the date required for certification under section 8.3.1, of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible; BA will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BA maintains such Protected Health Information.

8.3.3 Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, BA shall return or provide to CE such information, including Protected Health Information.

9. General Provisions

9.1 **Regulatory References.** Any reference in this Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

9.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CE and/or BA to comply with the requirements of HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. No amendment to this Agreement shall be effective until reduced to writing and duly signed by the authorized representatives of the parties.

9.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. The provisions of this Agreement shall prevail over any provision of any other agreement between the BA and the CE that may conflict or be inconsistent with any provision in this Agreement.

9.4 **Survival.** The respective rights and obligations of BA under this Agreement shall survive the termination of this Agreement and any related agreement, including a services agreement.

9.5 **Indemnity.** The BA agrees to indemnify, hold harmless, and defend the CE and its officers, directors, employees or agents from any claim, cause of action, liabilities, damages, penalties, fines, costs, expenses or other losses (including attorney's fees) arising out of any use or disclosure of PHI by BA or its agents or subcontractors in breach of this Agreement of in violation of State or Federal Law, including without limitation, HIPAA, the HITECH Act, the Privacy Rule, or the Security Rule.

9.6 **No Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

9.7 **Disputes**. If any dispute or claim arises between the parties with respect to this Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties that they reasonably cooperate with each other in the performance of the mutual obligations under this Agreement.

9.8 **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.

9.9 **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.

9.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.11 **Notices.** All notices and communications required by this Agreement shall be in writing and shall be effective upon receipt. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing. Neither party shall refuse delivery of any notice hereunder.

9.12 **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors.

9.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the BA and the CE relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.

9.15 **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise

hereunder.

9.16 **Compliance with HIPAA Transaction Standards.** When providing its services and/or products, BA shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA("Covered Transactions"). BA represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and BA shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. BA agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to CE in any form, including, but not limited to, increased fees. BA shall require all of its agents and subcontractors (if any) who assist BA in providing its services and/or products to comply with these terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

BUSINESS ASSOCIATE:

Knox County, Tennessee

_____

Print Name: _____

Title: _____

Date: _____

By: _____

Title: Mayor of Knox County

Date: _____

COVERED ENTITY:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

Send copy of signed Agreement to:
ATTN: Privacy Officer
Knox County Risk Management
400 Main Street, Suite 345
Knoxville TN 37902

Designated Persons Appendix

Attachment D
Clarifications

Outlook

[External]Re: Follow-up questions regarding RFP No. 3635

From Mike DeMarco <MDemarco@ess.com>
Date Tue 4/22/2025 5:16 PM
To Heather Whitehead <Heather.Whitehead@knoxcounty.org>
Cc Elizabeth Ross <Elizabeth.Ross@knoxcounty.org>

We do not hold any student data in any ESS systems and utilize the Districts systems for any student information. On the insurance question, if it's related to filing for TennCare we would do that on the districts behalf, if asked to.

I hope this is what you are looking for, but if you need more clarification please let me know.

Michael DeMarco
Executive Vice President South Central
610.731.9062 | ESS.com

Click here to Refer a Friend and earn **$100**!

From: Heather Whitehead
Sent: Tuesday, April 22, 2025 3:04 PM
To: Mike DeMarco
Cc: Elizabeth Ross
Subject: [EXTERNAL] Follow-up questions regarding RFP No. 3635

Good Afternoon,

I have a few follow-up questions regarding the proposal your organization submitted in response to Knox County's RFP No. 3635 for Supplemental Staffing Services.

Does your organization file insurance on KCS students and/or input KCS students' data in your systems? Or is all student data located in KCS systems and the clinical staffing companies only provide clinical staff with no KCS student data in their systems?

We may have a few more questions to follow, but wanted to get clarity on the points above before diving in deeper. Any feedback is very much appreciated.

Thank you,

Heather Whitehead, CPPB
Senior Procurement Analyst, Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, TN 37917

865-215-5774
Vendor Registration here.

This message, including any attachments, is for the sole use of the intended recipient(s) and may contain personal, private, or confidential information as defined by Tennessee and/or federal law. If you are not the intended recipient, please contact the sender and destroy all copies of the original message. If you cannot reach the person who sent this message to you, please provide only your name and contact information to the Knox County Privacy Officer at privacy@knoxcounty.org . Knox County is not responsible for errors or omissions in this message. Any personal comments made do not necessarily represent the views of Knox County.

>>>CAUTION<<<

This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

Knox County Government

And

Stellar Therapy Services

This Contract, by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"County"** and **Stellar Therapy Services** hereinafter referred to as **"Contractor."**

Whereas, County has requested sealed proposals for Supplemental Staffing Services (Request for Proposals #3635), the Contractor's response is viewed as the most advantageous to the County and;

Whereas, Contractor agrees and undertakes to provide Knox County, at the price quoted by Contractor for the services requested. Further, in accordance with the lawful directions of the Knox County Government, the Contractor agrees in all respects, to be governed by this document and attachments hereto.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 2 and 17. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County also reserves the right to cancel this Contract with or without cause upon thirty (30) calendar days written notice.

2. Appropriations. In the event no funds are appropriated by the County for Supplemental Staffing Services, in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

3. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of the Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

4. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations

in any manner affecting the provision of Software Management System for Individual Learning Plans, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

5. Delivery. Upon issuance of a signed Purchase Order, Contractor shall render Supplemental Staffing Services for the County in accordance with the Contractor's schedule and coordinated with the County or its designee(s). The County does not guarantee that any quantity of goods/services will be purchased under this agreement.

6. Governing Law and Venue. The laws of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

7. Independent contractor. Contractor shall acknowledge he and his employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Invoicing and reporting requirements. Contractor shall submit a written report with invoice to Knox County each month detailing the services provided in the billing period.

Invoices shall be mailed in duplicate to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

9. Limitations of liability. In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

10. Non-discrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

11. Payment. Contractor shall be paid in accordance with the fee schedule (see Attachment B).

12. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

13. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

14. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach

of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. Severability clause. If any provision of this Contract is declared illegal, void or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of Knox County.

18. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the expressed written consent of Knox County Government.

19. Contract Documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Attachment A: Knox County RFP No. 3635 for Supplemental Staffing Services + Addendum I & Addendum II
B. Attachment B: Contractor's Response
C. Attachment C: Business Associate Agreement
D. Attachment D: Clarifications

It is agreed that this Contract, represents the entire Contract between the parties and no prior or contemporaneous representations, promises, and agreement, oral or otherwise, not embodied herein shall be of any force or effect.

Should the Contractor fail to provide Supplemental Staffing Services as detailed herein, the County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall have seventy-two (72) hours** to rectify the problem(s).

If the same or other problems persist or reoccur, the County may terminate the Contract upon thirty (30) calendar days written notice.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give County one hundred and twenty (120) business days' advance written notice of said interruption of discontinuance of service prior to interrupting or discontinuing it. Any interruption or discontinuance or service without said advance written notice shall constitute a material breach of this Contract.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2025, as reflected in its minutes, and certified by its Chairperson.

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Date: _____

KNOX COUNTY GOVERNMENT

_____ _____

MAYOR – Signature **MAYOR – Printed Name**

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 25-287(a)
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

_____ Gary Dupler

DEPUTY LAW DIRECTOR – Signature **DEPUTY LAW DIRECTOR – Printed Name**

Date: 5/19/2025

Stellar Therapy Services

_____ _____

AUTHORIZED SIGNATURE **CONTRACTOR – Printed Name**

_____ **Date:** _____

COMPANY NAME (VENDOR)

Attachment A
Knox County RFP No. 3635
+ Addendum I & Addendum II

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Supplemental Staffing Services** as specified herein. Proposals must be received by **2:00 p.m.** on **March 13, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3635
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Heather Whitehead, CPPB, Senior Procurement Analyst, at 865.215.5754. Questions may be faxed to 865.215.5774 or emailed to heather.whitehead@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of one hundred twenty (120) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein. The evaluation criteria can be found in Section 3.15.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County requires that two hard copies of proposals be submitted as one (1) marked original and one (1) exact copy. **Proposers must submit with their hard copies an exact electronic version of their proposal in a SINGLE FILE on a flash drive.**

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division will not accept electronically transmitted proposals. Facsimile and email submission is strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County, we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County will utilize a Purchase Order for placing an order for products and/or services. Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item. Work on this project must not commence until a signed Purchase Order is issued by Knox County Procurement.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) business days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of this Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper;
1.20.2 Not include pages of unnecessary advertising.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on February 27, 2025**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By submitting a signed letter authorizing the submission of the proposal, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.26 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the submission deadline for this solicitation, ***ALL PROPOSERS MUST*** be registered with the Procurement Division. If you are not already a registered vendor with Knox County, register on-line at our website at www.knoxcounty.org/procurement and click on "Knox Buys" and then select "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Attachment E Iran Divestment Act/No Boycott of Israel Affidavit.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Attachment E Iran Divestment Act/No Boycott of Israel Affidavit.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature, it is current in its respective federal, state, county, and city taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause at any time upon thirty (30) calendar days' written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business days' advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this document is to set forth and convey to prospective proposers the general requirement for vendors to provide Knox County Schools with Supplemental Staffing Services as desired by Knox County. Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes the cost, technical service quality, experience, qualifications and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 **AWARD LENGTH:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.

3.6 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all city, county, state and federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 **CONFIDENTIAL COUNTY DATA:** "Confidential County Data" is defined as data deemed confidential by State or Federal statute or regulation. Contractor shall ensure Confidential County Data, including backup data, is housed in the continental United States, and is encrypted at rest and in transit using the current version of the Federal Information Processing Standard (FIPS) 140-2 validated encryption technologies. Contractor shall enable, by default, Multi-Factor Authentication for any access to Confidential County Data, in accordance with the current version of National Institute of Standards and Technology (NIST) Publication 800-63-3.

Upon termination of this Contract and in consultation with the County, Contractor shall destroy all Confidential County Data it holds, including any copies and backups, in accordance with the current version of National Institute of Standards and Technology (NIST) Special Publication 800-88. Contractor shall provide a written confirmation of destruction to the County within ten business days after destruction.

Contractor warrants to Knox County that it and any data centers used by the Contractor to host County data, including those of all Subcontractors, will cooperate with the County throughout the term of the Contract so that all parties will be in compliance with Knox County Information Technology's (KCIT) enterprise security policies and requirements, and any other state and federal computer security regulations including cooperation and coordination with KCIT's security management team and compliance officers required by its regulations.

Contractor agrees to maintain information systems and applications on a current, manufacture-supported Operating System, in addition to performing updates and installing patches. Operating System is defined as the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

Contractor agrees to perform penetration tests (in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses) and vulnerability assessments (designed and executed to define, identify, and classify vulnerabilities in the processing environment) on an annual basis and remedy any weaknesses or vulnerabilities discovered.

3.10 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.11 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may require Board of Education and/or Knox County Commission approval. The successful vendor(s) may be required to be present at the meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the vendor(s). Knox County will draft the Contract. A sample contract is under Exhibit B for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted.

3.12 **CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:

3.12.1 Provide competent supervision;
3.12.2 Provide competent personnel;
3.12.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.

3.13 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful proposers, Contractor's employees, Contractor's subcontractors and the employees of any subcontractors must submit criminal history records check at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Proposers must submit with their proposals the completed Attachment D Criminal History Affidavit of Compliance.

3.14 **DESTINATION AND DELIVERY:** All shipments that are to be delivered must be Free on Board Destination to the department ordering the items. All shipping charges are to be included in the unit price of each item. All deliveries must be unloaded and delivered inside to the department location that is ordering the items.

3.15 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Approach to Scope of Work	40 Points
Experience & Qualifications	40 Points
Price	20 Points

As noted in Section 1.5, Knox County will determine the award structure that is in its best interest. Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one hundred (100) points, based on the Evaluation Criteria, per submission.

3.16 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (including information learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions within their submittal. A failure to indicate any exception(s) shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Tab VII of the submittal.

Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.18 **GRANT FUNDING:** The products or services being procured under this solicitation may be funded by Federal Grant money. All awarded vendors will be required to adhere to Exhibit A of this solicitation in the performance of the Contract.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.20 **HIPAA, BUSINESS ASSOCIATE AGREEMENT, AND RECORD RETENTION:** Based on the determination of Knox County Government, this functions to be performed in accordance with this contract may constitute Business Associate functions as defined by HIPAA. The Contractor shall execute a business associate agreement (BAA) as required by Knox County government per HIPAA regulations in 45 C.F.R. §164.504. If a BAA is applicable, Knox County's BAA must be executed and incorporated into any contract awarded in conjunction with this solicitation.

As stated in section 2.6 of this Proposal, Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services; including Tennessee Code Annotated, as amended, and Records Disposition Authorization specific to protected health information retention.

3.21 **IDENTIFICATION:** Employees of the Contractor must have proper photo identification displayed at all times while on property belonging to Knox County.

3.22 **INSURANCE:** The successful vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign Attachment C and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured.

It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the Contract is in effect.

3.23 **INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.

3.24 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractors are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

- The invoice must show the amount due to the Contractor by Knox County;
- The invoice must show a summary of completed work;
- Invoices are to be original and uniquely pre-numbered;
- Invoices which do not show this information are subject to rejection.

3.25 **INVOICING PROCEDURES & PAYMENT SCHEDULE:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. There shall be no additional charge for this information and these procedures to be included. Each invoice shall include a summary of service(s) provided and shall list the associated unit price. Supporting documentation shall be included with invoices as applicable. Invoices without this information will be returned to the Contractor for correction.

Invoices shall be sent to the billing address indicated on the Purchase Order. Invoices must match the corresponding Purchase Order number. Vendors are hereby notified that invoices may take up to thirty (30) business days to process payment. There shall be no component billing. Mail or email invoices for Knox County Schools to:

Knox County Schools Finance Department
Post Office Box 2188
Knoxville, TN 37902-1805
invoices@knoxschools.org

Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in termination.

3.26 **MINIMUM QUALIFICATION EXPECTATIONS:**

3.26.1 Respondent must address all submittal requirements as defined in Section V.

3.26.2 Respondent shall have a minimum of five (5) years of experience and sufficient capabilities to carry out the work contemplated, as well as the equipment and personnel available for the work.

3.26.3 A Knox County business license is not required of any Respondent or proposed subcontractor or subconsultant who does not have a permanent office in Knox County. For more information, contact the Knox County Clerk's office at 865.215.2392.

3.27 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter Contract negotiations with the highest-rated proposer.

If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.28 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.29 **NO CONTACT POLICY:** After the date and time the proposer receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.30 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the submission deadline or unless the County fails to accept within one hundred twenty (120) business days after the date fixed for the closing the Request for Proposals.

3.31 **ORAL PRESENTATION/INTERVIEW:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These presentations/interviews may be conducted virtually through video conferencing or in person. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

3.32 **PROPOSAL EVALUATION:** In evaluating the submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.33 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.34 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.

3.35 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.

3.36 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.37 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.38 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.39 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **February 27, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.40 **SUSPENSION AND DEBARMENT:** Vendor will notify Knox County Government if they become suspended, debarred, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities during the term of this proposal and during the term of any subsequent Contract for service.

3.41 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

3.42 **TECHNOLOGY RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION:** All awarded vendors will be required to adhere to Exhibit C of this solicitation in the performance of the Contract.

SECTION IV SCOPE OF WORK

4.1 **BACKGROUND:** Knox County Schools is a public education agency responsible for the education of approximately 60,000 Pre-K through 12th grade students and employs approximately 9,000 individuals. The district is comprised of 91 locations and includes urban, suburban, and rural settings. Knox County Schools is seeking proposals from qualified agencies to provide supplemental support staff to support the District. This RFP outlines the District's requirements for school psychology services, speech language pathology services and instructional assistants to be delivered in accordance with federal and Tennessee Department of Education standards. Information on historical, current and anticipated usage is detailed below:

School Psychologists
SY 23-24: Two (2) positions filled of seven (7) vacancies
SY 24-25: Four (4) positions filled of seven (7) vacancies

Anticipated demand for School Psychologist is seven (7) positions, in a variety of school locations, across all regions and grade spans. Case load size will vary.

Speech Language Pathologists
SY 23-24: Five (5) to ten (10) positions filled over the course of the school year, on an as-needed basis
SY 24-25: Five (5) to eight (8) positions filled over the course of the school year, on an as-needed basis

Anticipated demand for Speech Language Pathologists is ten (10) positions, in a variety of school locations, across all regions and grade spans. Case load size will vary.

Instructional Assistants
SY 23-24: Approximately one hundred (100) positions filled in approximately half of KCS school facilities across every region served by KCS
SY 24-25: Approximately fifty (50) positions filled in approximately 30% of KCS school facilities across every region served by KCS

Anticipated demand for Instructional Assistants is sixty (60) to one hundred (100) positions, in a variety of school locations, across all regions and grade spans.

- Note: Both School Psychologist and Speech Language Pathologists could be assigned to multiple locations. For efficiency's sake, attempts are made to schedule an entire day at a single location and to minimize the travel time to benefit student services. There is no charge for parking at any or our schools or facilities. If contract employees travel within their workday, the time will be counted toward their work hours, but mileage will not be paid. Neither mileage nor commute time to the first workstation will be reimbursed.

4.2 **SCOPE OF WORK:**

4.2.1 **School Psychologists:** The contracted school psychologists will perform comprehensive psychological services in a traditional school psychologist role, including but not limited to:

- Evaluation
  - Conducting psychoeducational assessments and evaluations and reviewing the results of those with all stakeholders through a written report to align with TDOE evaluation procedures related to each eligibility category.
  - Consulting with school staff about functional behavior assessments and behavior intervention plans.
  - Conducting suicide and/or threat assessments when needed.

- Completing required paperwork, such as prior written notices and re-evaluation summary reports within the data management system; utilizing the other data platforms for information (i.e., Aimsweb+, ASPEN, TnPulse).
- KCS will provide testing materials for use by school psychologist, but school psychologist may use their own materials if that is preferred.

❖ Meeting Attendance
- Attending IEP meetings to include consent, eligibility, re-evaluations, manifestation determination meetings, and others as needed.
- Supporting Multi-Tiered System of Supports (MTSS) and Response to Intervention (RTI) frameworks by attending school-level data meetings.
- Participating in collaborative meetings (e.g., S-Teams, data team meetings, and IEP meetings) by reviewing and interpreting student data.
- Attending required meetings, such as staff meetings and in-service day trainings.

❖ School Psychology Department Specific Requirements
- Participating in and providing continued professional development at the school and district level
- Completing all assigned responsibilities within the same timeframe as those of district-employed school psychologists.
- Performing assigned duties under the direction/supervision of Psych Services supervisor.
- Submitting a timesheet to the Psychological Services supervisor each billing cycle so hours worked can be verified.

❖ Performance Expectations
- Contracted school psychologists must meet the same performance standards and timelines as district-employed school psychologists.
- In-person services are preferred. If working virtually, contracted school psychologists are expected to have knowledge on how to assess and observe students virtually, attend and hold meetings virtually, and complete paperwork using the Tennessee platform, TNPulse.
- Contracted school psychologists must be able to complete comprehensive evaluations according to the state and federal evaluation criteria including the writing of reports, reviewing results in IEP meetings, completing paperwork required accurately.
- KCS will provide a laptop to contracted school psychologists.

❖ Compliance, Confidentiality & Privacy
- All contracted school psychologist must adhere to district policies and procedures, including confidentiality agreements and the ethical standards outlined by NASP.
- Contracted school psychologist will undergo an orientation by the Psychological Services department, and a mentor will be assigned.
- Contracted school psychologist must understand and follow State and Federal Implementation of IDEA.
- Contracted school psychologist shall respect the right of privacy of the students. Confidentiality shall be maintained by all school psychologists except:
  - When exchange of information is governed by FERPA;
  - When there is a clear and present danger to the student or other persons;
  - To consult with another psychologist when it is in the best interests of the student.

❖ Work Schedule
- Contracted school psychologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A work day is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.
- Contracted school psychologists may occasionally have to work outside of the 7.75 hour work day in order to meet required deadlines. Additional hours worked to meet required deadlines will not be compensated.
- Contracted school psychologists must submit a timesheet to the Psychological Services Department Supervisor each billing cycle so hours worked can be verified.

4.2.2 Speech-Language Pathologists: The contracted speech-language pathologists (SLP) will perform comprehensive speech-language pathology services in a traditional Speech-Language Pathologist role, including but not limited to:

- Case Management
  - Conducting student observations.
  - Conducting hearing screenings of caseload.
  - Case management- responsibilities to include:
    - Gathering documentation for S-Team process.
    - Scheduling IEP meetings.
    - Collaboration with all stakeholders.
    - Co-Planning and consideration of grades, lessons and instructional supports.
  - Providing appropriate researched based services utilizing strategies that are recognized and supported by KCS and the ASHA community.
  - Progress monitoring including direct, consultative, and related services.
  - IEP development
    - Updating present levels of performance utilizing data.
    - Developing goals and/or objectives.
    - Attending and/or leading IEP meetings.
  - Providing interventions to support students.
  - Providing effective communication with staff, administrator, colleagues, parents and district staff.
  - School Psychologists are required to track face-to-face time with students and/or families, along with total time spent on each case.
- Meeting Attendance
  - Attending S-Team meetings.
  - Attending and/or leading IEP meetings.
- Speech & Language Department Specific Requirements
  - Supervising SLPs during their Clinical Fellowship year.
  - Supporting practicum and intern students.
  - Participating in the Teacher Instructional Growth for Effectiveness and Results (TIGER) evaluation process.
  - Attending all school and district required professional development requirements.
  - Providing resources to school-based staff regarding student concerns.
  - Submitting Medicare billing on behalf of students and families.
- Performance Expectations
  - Contracted speech-language pathologists must meet the same performance standards and timelines as district-employed speech-language pathologists.
  - In-person services are preferred.
  - KCS will provide a laptop to contracted speech language pathologists.
- Compliance, Confidentiality & Privacy
  - Adhering to all KCS District policies and KCS speech and language department practice and procedures.
  - Obtaining permission to evaluate for both initial evaluations and re-evaluations.
  - Contracted SLPs must understand and follow State and Federal Implementation of IDEA.
- Work Schedule
  - Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A workday is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.
  - Contracted Speech-Language Pathologists may occasionally have to work outside of the 7.75 hour work day in order to meet required deadlines. Additional hours worked to meet required deadlines will not be compensated.
  - Contracted Speech-Language Pathologists must submit a timesheet to the Speech & Language Department Supervisor each billing cycle so hours worked can be verified.

4.2.3 Instructional Assistants: The contracted instructional assistants will perform on-site instructional and supervisory activities with students under the supervision of the teacher. Contracted instructional assistants will be utilized primarily by the SPED Department, but may also be utilized as Title I instructional assistants and summer learning camp instructional assistants.

- ❖ Responsibilities/Job Duties
  - Reporting to principal/supervisor and working under the direct supervision of the classroom teacher unless otherwise assigned by the appropriate supervisor.
  - Maintaining student records as directed by the classroom teacher.
  - Administering all diagnostic tools as directed by the teacher.
  - Preparing the classroom and organizing all instructional materials and equipment as directed by the teacher.
  - Monitoring and leading the classroom when the teacher must attend staffing meetings, provide consultation, etc.
  - Assisting students with toileting, feeding, lifting, and other self-help activities in settings involving students with disabilities or very young students, as required. Lifting, bending, and good general health and mobility are required.
  - Assisting in the supervision of students on bus trips as directed by the building-level administrator.
  - Supporting specific students with disabilities while eating breakfast and lunch in the cafeteria.
  - Monitoring students during recess or playground duty.
  - Performing other routine duties as assigned by the building-level administrator subject to the approval of the supervisor.
  - Performing other duties as assigned within the school day.
- ❖ Meeting Attendance
  - Attending all in-service and faculty meetings when directed to do so by the principal or supervisor within the school day.
- ❖ Performance Expectations
  - Contracted instructional assistants must meet the same performance standards and timelines as district-employed instructional assistants.
  - Contracted instructional assistants may be asked to ride the bus during contract time.
  - Contracted instructional assistants must establish and maintain satisfactory, respectful working relationships within the school environment.
  - KCS will provide a computer for use by instructional assistants if deemed necessary.
- ❖ Compliance, Confidentiality & Privacy
  - Adhering to all KCS District policies and department specific practices and procedures.
  - Participating in required training from both the TN Department of Education and Knox County Schools.
  - Maintaining confidentiality. Contracted instructional assistants must not discuss confidential school business, or student records in or out of school.
- ❖ Work Schedule
  - Contracted Instructional Assistants will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A workday is considered to be a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.

4.3 CAPABILITIES, EXPERIENCE & QUALIFICATIONS

- ❖ Staffing Firm
  - Proposers are to provide a firm history and identify their number of years in business, along with local service areas. Proposers must provide an overview of past projects that demonstrate its ability to provide the services detailed herein.
  - Proposers are to submit a list of its Tennessee educational client list.
  - Proposers must complete and include Attachment A (References) in Tab VIII of the submittal. Failure to include the attached form will be considered during the evaluation process and may result in the references not being scored.
  - Proposers must provide resumes of key personnel who shall be assigned by the firm and identify the minimum qualification of any professional that will be assigned to KCS in conjunction with this contract.
  - The firm should have the ability to provide oversight of the contracted employees sufficient to ensure professional job expectations are being adequately met.

- ❖ School Psychologists
  - Must hold and maintain current licensure or certification as a school psychologist in Tennessee and maintain licensure/certification for the duration of the contract term.
  - Minimum of three (3) years of experience as a school psychologist, with at least one year working in Tennessee.
  - If applying for a virtual position, preference for those who have worked both in person and virtually.
  - Must pass background check(s) and drug screening(s).
- ❖ Speech Language Pathologists
  - Secure and maintain all state licensure and ASHA mandated requirements.
  - Minimum of three (3) years of experience as a speech language pathologist, with at least one year working in Tennessee.
  - Must pass background check(s) and drug screening(s).
- ❖ Instructional Assistants
  - Must be 21 years of age .
  - High school diploma (or GED).
  - Contracted Instructional Assistants assigned to Title I schools should be highly qualified (must have completed two years of college or pass the Paraprofessional exam).
  - Sufficient experience so that with appropriate training, services may be provided in the specific role for which employed. KCS will provide school-based training along with specialized training such as diapering and use of equipment and wheelchairs, to be determined based on the classrooms' and students' specific needs.
  - Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable. Awarded proposers must have, maintain and provide upon request documentation demonstrating educational assistants are highly qualified.
- ❖ Fulfillment & Program Management
  - Proposers must submit an overview of its recruitment, screening, training process utilized to include orientation, compliance training and ongoing training.
  - Proposers must provide a tentative timeline for recruitment, screening, orientation and placement of qualified professionals once a request for a placement is made. Proposer must also detail any retention efforts that will support a continuity of service for Knox County.
  - Proposer must provide an overview of its program management team and approach. Detail how unsatisfactory performance should be reported and how such matters will be resolved.
  - Proposer must detail any expectations and requirement of Knox County in relation to these efforts.
  - Please provide an overview of timekeeping, billing and invoices procedures. For billing purposes, along with the invoicing, awarded proposers will be required to have, maintain and provide upon request documentation that personnel were in attendance for the days they are being paid for as well as documentation of salary and associated costs.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses.**
- Please submit one (1) marked original and one (1) exact copy.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**
- Page numbers should be placed on bottom center of pages.

TAB I **COVER LETTER**

Include cover letter authorizing the submission of the proposal signed by the principal of the company.

TAB II **COMPANY PROFILE**

- Company Name, Address Telephone/Fax numbers
- Contact name(s) and information
- Proposer's Vendor Number as assigned by Knox County
- Employer Identification Number (EIN)
- Knox County Business Tax License for Organization (if applicable)
- Knox County Business Tax License(s) for Subcontractor(s) (if applicable)
- Acknowledgement of the receipt of any Addendum issued

TAB III **APPROACH TO SCOPE OF WORK (40 POINTS)**

Proposer must detail how its assigned staff will provide supplemental staffing services to identified students in a manner that supports the KCS, as well as the management plan that will be implemented. Information provided must fully address each of the requirements outlined in the Scope of Work.

TAB IV **EXPERIENCE & QUALIFICATIONS (40 POINTS)**

Proposers must thoroughly detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work.

- Reference Form: Completed Attachment A should be included under Tab VIII.

TAB V **PRICING (20 POINTS)**

- **Cost Sheet:** Attachment B. Proposers must submit the attached cost sheet with their response. Failure to include pricing on the attached cost sheet will be considered during the evaluation process and may be just cause to deem the proposal non-responsive.

TAB VI **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB VII **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposal. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB VIII **ATTACHMENTS**

- References (Attachment A)
- Cost Sheet (Attachment B)
- Insurance Checklist (Attachment C)
- Criminal History Check Affidavit (Attachment D)
- Iran Divestment Act (Attachment E)

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3635

Vendor: _____

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

Name of Firm: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

Nature of Contract: _____

Services Provided: _____

Dollar amount: $ _____ (over life of contract)

Contract start date: _____ Contract end date: _____

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3635

To evaluate fairly, the County requires this completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award. In addition to the cost sheet, proposers may submit additional pricing information, but evaluations will be based on the pricing requested here.

Payment terms will be based on an agreed-upon hourly rate structure. Agencies must submit invoices as per district billing cycles.

Full Time Position	**Hourly Bill Rate**
School Psychologist: On-site	$
School Psychologist: Virtual	$
Speech Language Pathologist: On-site	$
Speech Language Pathologist: Virtual	$
Instructional Assistants: On-site	$

Please attach a detailed overview of your organization’s buy-out policies, if applicable.

ATTACHMENT C
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3635

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
YES		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

22. **Certificate of Insurance shall show the RFP number and title.**

23. **Other insurance required _____.**

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3635

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____day of _____2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3635

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: _____ Date: _____

EXHIBIT A
GENERAL FEDERAL FUNDING REQUIREMENTS
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air Act and Federal Water Pollution Control Act
Contractors and subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Education (DOE) and the Regional office of the Environmental Protection Agency (EPA).

Debarment and Suspension
A contract award will not be made to a party listed on the government-wide exclusions in the System for Award Management (SAM).

Lobbying
The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all contractors and that all subcontractors 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.

Procurement of recovered materials.
Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Preferences for Products Produced or Manufactured in the U.S.
(a) This contract award prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT B
SAMPLE CONTRACT
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Knox County Government
and
(Contractor Name)

This Contract, made and entered into by and between the Knox County Government, hereinafter referred to as the "County" and (Contractor Name) hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Supplemental Staffing Services for Knox County Government and Knox County Schools (Request for Proposals #3635) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals' specifications and the Contractor's proposal and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;
Arises

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of April 2025 and ends upon the 31st day of March 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability with the vendor.

2. Payment. Contractor warrants that the pricing shall remain firm for the initial one (1) year period. However, due to the funding source, the County is required to renew the Contract on a yearly basis as per Paragraph 1 above. At the end of the first one (1) year period, and pursuant to the renewal terms in Paragraph 1, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Foreign Language Interpretation Services per the Contractor's response to Request for Proposals #3635 and negotiations; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Supplemental Staffing Services pursuant to Request for Proposals #3635.

TBA

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide Supplemental Staffing Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within thirty (30) business days of notification of the problem. If the same or other problems persist or reoccur, the County may terminate the Contract.

SAMPLE

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for the Supplemental Staffing Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Supplemental Staffing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. This Contract shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

11. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Supplemental Staffing Services for the County in accordance with Request for Proposals #3635.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

SAMPLE

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3635
B. Contractor's Response to Request for Proposals #3635

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE
CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

CONTRACTOR
COMPANY NAME

Date:_____

SAMPLE

EXHIBIT C
TECHNOLOGY RESTRICTIONS ON USE OF
CONFIDENTIAL INFORMATION
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3635

Proposers must adhere to the following:

Any and all personally identifiable student or employee information including but not limited to name, address, telephone number, teachers, classes, grades, digital media and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by District in writing. This restriction against release or disclosure also precludes sharing of data by Independent Contractor with any affiliate of Independent Contractor unless such sharing is expressly permitted under the Contract or is expressly granted in writing by District.

In addition, all information, and the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and all applicable laws of the State of Tennessee which is obtained by Independent Contractor from District, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Independent Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.

Independent Contractor agrees that any personally identifiable student data it obtains from the District shall only be used for the purpose of providing the contracted product or service to the District according to the terms of the Contract. Independent Contractor may not sell student data. (This does not prevent transfer of student data by purchase or merger of the Independent Contractor, so long as the successor entity remains bound by and in compliance with the terms of this agreement.)

Independent Contractor may not use personally identified student data for any secondary purpose including targeted advertising. Independent Contractor may (a) use student data for adaptive learning or customized student learning processes; (b) market an educational application to a student's parent or guardian if Independent Contractor did not use student data shared by or collected on behalf of the District to do so; (c) use a recommendation engine within Independent Contractor's internal application to recommend learning or employment related content or services to the student, but only if the recommendation is not motivated by consideration from another party; (d) respond to a student request for information or feedback, but only if the response is not motivated by consideration from another party; use student data to allow or improve functionality of Independent Contractors' internal application; and identify for the student nonprofit institutions of higher education or scholarship providers that are seeking students who meet specific criteria, but only if Independent Contractor obtains, through the District, the written consent of the student's parent or guardian (or the student if age 18 or older or emancipated). (Written consent may not be required in certain instances for an Independent Contractor which is a national assessment provider.)

Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Independent Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all electronically maintained or transmitted Confidential Information.

Any data that is transmitted to/from District will be secure. Any electronic data stored by the vendor must be secure and backed up with a tested data recovery strategy in place as approved by District.

Within thirty (30) business days of termination, cancellation, expiration, or other conclusion of the Contract, or within thirty (30) days of a request by District with regard to any portion of the data, Independent Contractor shall return to District or if return is not feasible, destroy and not retain any copies of any and all Confidential Information that is in possession of Independent Contractor and certify in writing that all copies of the confidential information in its possession have been destroyed. This requirement shall not apply, and Independent Contractor may retain, personally identifiable student data if Independent Contractor has obtained written consent of the student's parent or guardian (or from the student if 18 or older or emancipated) and provides documentation of that consent to the District.

These obligations shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in

Independent Contractor's possession prior to receipt from an District school, its faculty staff or students; or (c) is received by Independent Contractor independently from a person or entity free to lawfully disclose such information other than an District school, its faculty, staff, or students.

Contractor warrants and represents that it shall, at all times, comply with the terms of this Agreement and with FERPA, COPPA, and all applicable laws of the state of Tennessee and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information as that term is defined by this agreement, FERPA, COPPA, or applicable laws of the state of Tennessee.

Independent Contractor agrees that District or its designee may, upon request, audit Independent Contractor to verify compliance with the applicable requirements of law.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: February 27, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Eight (8) Pages**

The following is for clarification:

Question 1. Will the District accept a proposal for Speech & Psychology Staffing only?
Answer 1. Yes. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on a schedule basis.

Question 2. When would this contract begin?
Answer 2. Contract(s) will be executed as expeditiously as possible. Board of Education and County Commission approval will be required for any contract stemming from this solicitation. BOE agenda dates and deadlines can be viewed here.

Question 3. Who are your current vendors for the 2024-25 school year?
Answer 3. Academic Staffing (an ESS Company)
ESS South Central, LLC (ESS Support Services Source 4 Solutions)

Question 4. What is the current rate per hour you are paying for SLP services? For Psychology services?
Answer 4. Academic Staffing (An ESS Company)
School Psychologists - $94.50/hour
SLP - $94.50/hour

ESS Support Services (Source 4 Solutions)
Special Education TAs - $187.33/day

Question 5. Has the District's current vendor(s) been successful in filling all open positions?
Answer 5. The vendor has filled all Instructional Assistant and SLP positions but has not been able to fill all School Psychologist vacancies.

Question 6. Will the District supply assessment materials for contractors for both f2f assessments and virtual assessments?
Answer 6. The District will provide for on-site evaluations. No materials are readily available for virtual assessments.

Question 7. Will the District provide a staff person to facilitate virtual therapy with the students?
Answer 7. Yes, if that method is utilized.

Question 8. Will the District accept licensed therapy assistants?
Answer 8. No.

Question 9. Will the District provide laptops to vendors' therapists?
Answer 9. Yes. Please see 4.2.1 and 4.2.2 (Performance Expectations) of RFP No. 3635.

Question 10. Will Knox County accept proposals for Instructional Assistant staffing solutions that utilize qualified international candidates on approved visas that include J-1 and H2B?
Answer 10. Yes, if candidates meet position requirements. KCS will not be responsible for any fees associated with obtaining or maintaining the visas.

Question 11. You are requesting a proposal and rate for both on-site speech therapy and virtual teletherapy. Will the district provide an on-site facilitator for the teletherapy services or does the contracting company have to provide facilitators? These are individuals that assist the tele-therapist with scheduling the children for teletherapy sessions. They are also usually the ones in charge of making sure the child gets to where they have to be for the teletherapy session.
Answer 11. See Question/Answer No. 7.

Question 12. Is this a new contract or renewal of an existing contract?
Answer 12. Knox County has not solicited these services previously, but we have utilized a cooperative agreement. This solicitation could result in the award of a new contract(s).

Question 13. If there is an existing contract, could you please share the names of the current vendors and their pricing?
Answer 13. See Question/Answer No. 3, Question/Answer No. 4 and Question/Answer No. 12.

Question 14. What is the estimated budget for this contract?
Answer 14. Information not available- annual budget will be determined by district needs and allocations.

Question 15. Is it mandatory to subcontract?
Answer 15. No.

Question 16. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?
Answer 16. Please see Question/Answer No. 1.

Question 17. Is there a minimum number of hours required for the service?
Answer 17. No. Demand will be determined by open positions and student needs. Instructional Assistants are typically needed for a full day, but there are part-time possibilities for SLPs and School Psychologists.

Question 18. Is this a new initiative? If so, could you kindly confirm the names of the current incumbents and the contract budget?
Answer 18. Please see Question/Answer No. 3 and Question/Answer No. 14.

Question 19. What is the allocated budget for this RFP?
Answer 19. Information not available. The FY26 budget has not been approved.

Question 20. Is there a preference for local vendors for this project?
Answer 20. No.

Question 21. Are there any mandatory compliance or regulatory obligations associated with this RFP?

Answer 21. Yes. See RFP No. 3635 for the requirements associated with this RFP and any subsequent award. RFP No. 3635, along with any addenda issued in conjunction with RFP No. 3635, will be incorporated into any subsequently awarded contract. A sample contract has been included as an exhibit to RFP No. 3635.

Question 22. Should we include candidate resumes with the proposal submission? If so, could you suggest the actual or sample resume required per position?

Answer 22. The inclusion of resumes is not a specific requirement, but proposers must thoroughly detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 23. Could you specify the number of positions required for this project?

Answer 23. Information not available as numbers vary. Section 4.1 of RFP No. 3635 provides information on past and current usage as well as *anticipated* demand.

Question 24. Is there any mandatory subcontracting requirement? If so, what is the goal for subcontracting? Will good faith efforts be accepted in meeting certain requirements?

Answer 24. Please see Question/Answer No. 15.

Question 25. Page 14 Monitoring and leading the classroom when the teacher must attend staffing meetings, provide consultation, etc. Will there still be a sub teacher in the room with the para when the teacher isn't present?

Answer 25. An Instructional Assistant may be left alone with students to continue the learning process for meetings. Substitutes are utilized for all-day teacher absences.

Question 26. Page 13 states that Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. Can we bid on the full-time and part-time positions only? We don't have a pool of SLPs to cover as-needed positions.

Answer 26. Our goal will be to hire full-time personnel, part-time services may be used when full-time is not available. Per Section 1.5 of RFP No. 3635, Knox County *may* make an award on schedule basis, so accommodation of as-needed assignments is not strictly required.

Question 27. When is the estimated contract award date, and how will the district communicate award status to vendors?

Answer 27. See Question/Answer No. 2. Knox County Procurement will send out an Intent to Award Notification to each successful vendor and an Unsuccessful Notification to each vendor who is not awarded. Notifications will be sent via email to the contact person identified in each vendor's proposal.

Question 28. How many hours are there per school day? How many school days are there per year?

Answer 28. A workday is KCS is 7 hours and 45 minutes. A duty-free lunch is included in that time. The State of Tennessee requires a minimum of 180 classroom instructional days per year.

Question 29. In the case of a multi-vendor award, how will referrals/assignments be dispersed?

Answer 29. It will be up to the discretion of Knox County Schools as to which awarded vendor(s) will be utilized.

Question 30. Is there a pre-bid conference, and if so, what is the date?
Answer 30. No, there is no pre-bid conference scheduled in conjunction with the RFP.

Question 31. Will you accept assistants (SLPAs)?
Answer 31. No.

Question 32. Who is your current vendor(s) for these services?
Answer 32. Please see Question/Answer No. 3.

Question 33. Are you utilizing any other programming for these positions?
Answer 33. See Question/Answer No. 3 for information on current vendors. KCS endeavors to hire internal personnel to fill these positions before contracted personnel are utilized.

Question 34. Who will the vendor work with directly within the district?
Answer 34. KCS operates with a team approach. Individuals involved may include an HR representative, SPED Program Supervisors, and Title 1 personnel.

Question 35. Does the district currently have a provider for these positions? If so, is there a contract in place, and when does it expire? Can you please provide a copy of the current contract?
Answer 35. Please see Question/Answer No. 3 and No. 12. The ESS agreement can be viewed here (Item 8F).

Question 36. What positions are being filled by the current provider, and how many for each position?
Answer 36. Section 4.1 of RFP No. 3635 provides information on past and current usage.

Question 37. What is the Bill Rate for the contracted positions?
Answer 37. Please see Question/Answer No. 4.

Question 38. Could you please share the current pay rates for all positions included in the RFP?
Answer 38. Please see Question/Answer No. 4

Question 39. Are there any specific performance metrics tied to these positions?
Answer 39. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position, along with that of the firm.

Question 40. If additional training is required, will the district compensate the provider's employees for completing the training?
Answer 40. Knox County expects vendors to present candidates that meet the defined requirements without needing to complete additional outside training. Our contracted employees may participate in district training provided for internal employees. Time spent in district-sponsored trainings will be compensated.

Question 41. Will the district require the vendor to provide district-specific professional development or training for paraeducators and therapists beyond the initial training?
Answer 41. See Question/Answer No. 40. Section IV (Scope of Work) of RFP No. 3635 outlines the requirements and performance expectations for each position including ongoing training requirements.

Question 42. Once a new provider is selected, what is the expected transition timeline?
Answer 42. See Question/Answer No. 2.

Question 43. Will there be an opportunity for current staff to transition to the new provider?
Answer 43. Unknown.

Question 44. Is this a newly initiated project, or is it a continuation of an existing one? If it is ongoing, kindly provide the names of the current service providers/incumbent vendors?
Answer 44. See Question/Answer No. 3 and No. 12.

Question 45. Could you provide details on the previous expenditure associated with this contract?
Answer 45. With the vendors being utilized for this service, Knox County has been invoiced for approximately $1.6 million from October 2023 through present. However, not all of this spend was made in conjunction with a contract. Payment for services rendered but not yet invoiced and/or paid are not reflected in this total. See Question/Answer No. 4 for information on current vendors and rates.

Question 46. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?
Answer 46. The ESS agreement can be viewed here (Item 8F). See Question/Answer No. 4 for information on current vendors and rates.

Question 47. Are there any specific challenges or issues currently being faced with the existing vendors?
Answer 47. None.

Question 48. Can you clarify the expected number of awards for this solicitation?
Answer 48. To better ensure full coverage of the district's needs, Knox County anticipates making a multiple award. However, per Section 1.5 of RFP No. 3635, Knox County reserves the right to make an award on an all-or-none basis, schedule basis or by multiple award. Knox County reserves the right to not make an award.

Question 49. Is there any preference or priority given to local vendors for this contract?
Answer 49. See Question/Answer No. 20.

Question 50. Who were the past vendors and what are the hourly rates paid for all of the disciplines?
Answer 50. Please see Question/Answer No. 4.

Question 51. Can you provide the name and contact information for the individual who will be coordinating the services for the disciplines at the district?
Answer 51. To be determined. See Question/Answer No. 34.

Question 52. Can we bid for other special education disciplines that are not mentioned in the RFP?
Answer 52. No, positions utilized under any contract stemming from this RFP must align with its Scope of Work and the defined positions therein.

Question 53. When is the anticipated award date for this RFP?
Answer 53. See Question/Answer No. 2.

Question 54. Can the district clarify what supervision is needed for the mentioned positions in this solicitation? Is the district looking for direct supervisors of potential staff?

Answer 54. Any awarded firm must provide HR oversight in collaboration with KCS. Vendors should provide supervisory knowledge of all certified employees. KCS will provide on-site district supervision.

Question 55. In reference to Section 3.9, can the district please clarify if vendor(s) are expected to provide specific software to meet KCIT compliance standards?

Answer 55. No specific software is required, but any awarded vendor will be expected to operate in a manner that complies with KCIT standards. Please see Exhibit C (Technology Restrictions on Use of Confidential Information) of RFP No. 3635.

Question 56. Would Knox County accept electronic signatures as part of the physical proposal submission?

Answer 56. Yes.

Question 57. For vendors that offer only virtual services and will not travel to sites: Would the district accept an alternative automobile liability insurance coverage for Hired Autos Only (symbol 8) and Non-Owned Autos only (symbol 9) instead of the "Any Auto Symbol (1)" listed in Attachment C (#3)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 57. Yes and yes.

Question 58. Would the district accept General Aggregate Limits that apply "per Policy" instead of "per Project" listed in Attachment C (#4)? If yes, should the vendor list this alternative as one of its exceptions with Tab VII?

Answer 58. Yes and yes.

Question 59. In the event that the vendor includes exceptions/and or has alternative insurance, can the vendor add a note with the signatures on Attachment C to refer to the requested exceptions on select policies for consideration and negotiation, or should Attachment C be left unsigned until an award?

Answer 59. Leave Attachment C unsigned and clearly note exceptions as outlined in Section 3.17 (Exceptions to Specifications).

Question 60. Can the vendor include the verification as a registered Business Entity from the Tennessee Secretary of State's online services to meet the requirement under Tab II regarding "Knox County Tax License for Organization"?

Answer 60. No, registration with the Tennessee Secretary of State does meet the requirement for a Knox County Tax License. If applicable, proposers must hold a valid Knox County Tax License. Please note that this requirement is only applicable to entities with a physical location within Knox County.

Question 61. Under Tab III, do you require the proposal to include responses to the bullets under Section 4.3 on pages 14-15 regarding "Staffing Firm" and "Fulfillment & Program Management"?

Answer 61. Information provided must fully address each of the requirements outlined in the Scope of Work.

Question 62. Does the district require resumes of potential service providers upon proposal submission, and if so, would Knox County accept blind resumes with full names and license numbers withheld?

Answer 62. See Question/Answer No. 22. Blind resumes may be submitted.

Question 63. For Tab IV, would the district consider reviewing the recently completed reference surveys and/or letters to demonstrate experience? These forms typically include the reference name, contact information, score on performance questions, and additional comments regarding their experience with the company.

Answer 63. Proposers may submit any supplemental documentation deemed pertinent to fully detail the experience and qualifications of contracted staff and the firm itself. Information provided must fully address each of the requirements outlined in the Scope of Work. If supplementary documentation such as reference surveys/letters are attached, Attachment A (Reference Form) should still be completed and submitted with the proposal.

Question 64. Do you require the Cost Sheet (Attachment B) to be only included under Tab VIII?

Answer 64. The Cost Sheet should be included under Tab V, as outlined in Section V (Proposal Format). It is not required under Tab VIII.

Question 65. If the Cost Sheet (Attachment B) is only included under Tab VIII, can you confirm that the vendor should submit additional details (models, rate tables, buy-out policies, etc.) regarding its pricing under Tab V?

Answer 65. Please include the Cost Sheet under Tab V. Additional pricing information can be submitted under Tab V as well. However, cost for additional value-added services will not be factored into the pricing evaluation.

Question 66. Under Tab V, should the vendor include details regarding any additional fees separate from the hourly rates listed in Attachment B and separate from other rate options?

Answer 66. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 67. Separate from the hourly rates listed on the Cost Sheet (Attachment B), can the vendor include additional rate structure options, such as rates per assessment or service, under Tab V of the proposal?

Answer 67. Yes, however, cost for additional value-added services will not be factored into the pricing evaluation.

Question 68. Can you confirm that, after the initial one-year period, the vendor may request and mutually negotiate price increases at the renewal time for approval per Section 2 of Exhibit B?

Answer 68. Yes. Pricing shall remain firm for the initial one (1) year period. At the end of the first one (1) year period, the Contractor may request price increases for each subsequent renewal. Price increases will only be given at the renewal time and must remain in effect for the next one (1) year term. No price increases will be given during the term of a Contract. If the Contractor's price is increased after the twelve (12) months, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s) following the initial twelve (12) months.

Question 69. Would the district provide its students the hardware (e.g., computer, webcam, headsets, etc.), test kits, supplies, and other materials needed for services?

Answer 69. KCS approved materials will be provided for use by students.

Question 70. Does the district anticipate awarding more than one vendor under this RFP?
Answer 70. Please see Question/Answer No. 48.

Question 71. Is there an anticipated budget or hourly rate cap for services, and if so, what is the estimated budget or cap?
Answer 71. There is not an hourly rate cap for services. The budget for FY26 has not been approved. Usage, and by extension the budget, will be determined by demand.

Question 72. What are the current vendor names and rates for SLP and School Psychologist services?
Answer 72. Please see Question/Answer No. 4.

Question 73. Will the services from this RFP be expected to begin during the 2024-25 SY or begin the 2025-26 SY?
Answer 73. Unknown. Please see Question/Answer No. 2.

Question 74. Regarding Attachment C, Number 4 General Liability, can the district clarify what "per project basis" means? If a vendor's General liability aggregate applies on a per policy basis, will that suffice?
Answer 74. In this instance, the project will refer to an awarded contract and any services provided in conjunction with it. Yes, that will suffice.

Question 75. What are the current rates for each of the services by provider?
School Psychologists/ SLP
- On Site
- Virtual

Instructional Assistants
Answer 75. Please see Question/Answer No. 4

Question 76. Will more than one vendor be awarded?
Answer 76. Unknown. Please see Question/Answer No. 48.

Question 77. Will any redlines/deviations be accepted to the terms?
Answer 77. Exceptions must be noted as outlined in Section 3.17 (Exceptions to Specifications).

Question 78. Are you open to negotiations after the award?
Answer 78. Yes. However, there are some terms and conditions that are non-negotiable. See Section 3.17 (Exceptions to Specifications).

End of Addendum I.
Please acknowledge Addendum I in your response.

Heather Whitehead, CPPB
Knox County Procurement

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Request for Proposals No. 3635
Supplemental Staffing Services

Addendum Date: March 7, 2025 **Buyer: Heather Whitehead**

Closing Date: March 13, 2025 @ 2PM **Total Page(s): Two (2) Pages**

The following is for clarification:

Question 1. Can you confirm whether Knox County is seeking direct staffing agencies for this contract, or if an MSP-led model is also being considered?
MSP (Managed Service Provider): A third-party organization that manages contingent workforce solutions, including staffing suppliers, compliance, invoicing, and performance tracking, on behalf of a client.

Answer 1. Staffing agency

Question 2. What are the anticipated start dates for contracted personnel under this agreement?

Answer 2. Please see Question/Answer No. 2 from Addendum I.

Question 3. Will contracted staff be required to use Knox County Schools' (KCS) provided equipment, or can they use their own?

Answer 3. KCS equipment and materials will be available for use. We are not committing to purchase additional materials at request.

Question 4. Is there a required orientation or training for contracted personnel before placement?

Answer 4. Please see Question/Answer No. 40 from Addendum I.

Question 5. Can you clarify the specific background check and drug screening requirements for different staffing roles?

Answer 5. Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
Background Check Requirements for all roles: Please see Section 3.13 of RFP No. 3635.
Drug Screening Requirements: Anyone who has contact with students is required to have a fingerprinting and drug screening. Any awarded vendor will use a fingerprinting/drug screening service determined by KCS and results will be provided to KCS.
KCS will not be responsible for the costs associated with any screenings required for compliance.

Question 6. Will KCS cover the costs of mandatory background checks, or is this the vendor's responsibility?

Answer 6. No, the cost of background checks will be the vendor's responsibility. However, no background checks need to be completed in advance of the submission of a proposal. The Criminal History Background Check Affidavit (Attachment D) must be executed to verify that a proposer will comply *if* awarded.

Question 7. What is the expected payment cycle for vendors? Will there be any provisions for expedited payment terms?

Answer 7. Knox County prefers a monthly billing cycle. Please see Sections 3.24 & 3.25 of RFP No. 3635 for information related to invoicing procedures.

Question 8. Can you confirm if vendors are expected to provide timekeeping documentation for personnel in addition to invoices?

Answer 8. Yes, A timecard approved by the supervisor of the work location is required.

Question 9. Please confirm whether bidders are required to submit CVs for the proposed supplemental staff as part of the proposal submission.

Answer 9. Please see Question/Answer No. 22 from Addendum I.

Question 10. Do you currently utilize a central VMS or similar platform, or is communication managed solely via email and chat?
VMS (Vendor Management System): A technology platform used to streamline the procurement, management, and tracking of contingent workforce engagements, including job requisitions, timekeeping, invoicing, and reporting.

Answer 10. Email is our preference of communication

Question 11. Have you considered implementing a VMS or a VMS Lite solution?

Answer 11. No

Question 12. Do you have an internal timekeeping system for integration, or should we utilize our own?

Answer 12. Vendors will use our system.

End of Addendum II.
Please acknowledge Addendum II in your response.

Heather Whitehead, CPPB
Knox County Procurement

Attachment B
Contractor's Response

Stellar Therapy Services
P.O. Box 8114, Chattanooga, TN 37414
Phone (423) 622-1551

March 11, 2025

Enclosed is a proposal from Stellar Therapy Services, in response to Knox County Schools RFP #3635 Supplemental Staffing Services. We have reviewed and agree to follow the guidelines outlined in the RFP; we have reviewed the Addendums 1 and 2 and incorporated the information into this proposal.

Stellar Therapy Services is a therapist-owned company with 24 years of experience working with therapists across all disciplines, providing contract therapy staffing across Tennessee and Georgia in schools, hospitals, nursing homes, outpatient clinics, hospice, and home health agencies. We have provided therapy staff to schools since 2003, along with billing Medicaid for school services our therapists provide. In 2010, we began providing administrative services to schools to implement their own Medicaid reimbursement programs. We currently provide 185 therapists to over 45 school districts and have 43 districts participating in Medicaid reimbursement programs. We employ 21 administrative staff to support both our staffing and billing programs.

Our staff is supervised and trained by experienced school therapy providers. Our staff has experience and specific training on implementing IEP services in the most cost efficient, effective manner. Our experience in working with a variety of districts has allowed us to develop internal systems that are streamlined and adaptable to all district processes. Furthermore, our clinical staff is supported by administrative staff who are experienced in assisting the smooth integration of our therapists into each district.

I, Melissa Christopher, CEO of Stellar Therapy Services, do agree to provide the services as outlined in the enclosed proposal. This proposal is firm and irrevocable for a period of 120 days. We appreciate the opportunity to submit this proposal and are excited about the prospect of working with Knox County Schools. Feel free to contact me directly with any questions or clarifications regarding this proposal.

Sincerely,

Melissa Christopher, OT/L
CEO, President

Company Profile

Company Name: STELLAR THERAPY SERVICES

Physical Address: 2120 Mae Dell Rd, Chattanooga, TN 37421

Mailing Address: P.O. Box 8114, Chattanooga, TN 37414

Telephone: (423) 622-1551

Fax: (423) 622-1556

Contact Name: Melissa Christopher

Email: Melissa@stellartherapy.com

Direct Phone Line: (423) 417-8189

Vendor Number: 71752

EIN: 71-0931690

Knox County Business Tax License: Not Required

Acknowledgement: We have received and reviewed Addendum #1 and #2 to the RFP Supplemental Staffing Services.

III. APPROACH TO SCOPE OF WORK

SCHOOL PSYCHOLOGISTS

JOB RESPONSIBILITIES:

Our School Psychologists will provide a continuum of services that support all students. Their responsibilities will include counseling, consultation with all relevant parties, assessments, program planning, participating in the IEP process and direct or supervised interventions.

Stellar Therapy Services' psychologists assigned to Knox County Schools will perform comprehensive psychological services as expected in a typical school psychologist role, including but not limited to the below:

1. Evaluation

a) Conducting psychoeducational assessments and evaluations and reviewing the results of those with all stakeholders through a written report to align with TDOE evaluation procedures related to each eligibility category.
b) Consulting with school staff about functional behavior assessments and behavior intervention plans.
c) Conducting suicide and/or threat assessments when needed.
d) Completing required paperwork, such as prior written notices and re-evaluation summary reports within the data management system; utilizing the other data platforms for information
e) Psychologist will utilize testing materials either provided by the district or by Stellar Therapy Services in cases of telehealth assessments.

2. Meeting Attendance

a) Attending IEP meetings to include consent, eligibility, re-evaluations, manifestation determination meetings, and others as needed.
b) Supporting Multi-Tiered System of Supports (MTSS) and Response to Intervention (RTI) frameworks by attending school-level data meetings.
c) Participating in collaborative meetings (e.g., S-Teams, data team meetings, and IEP meetings) by reviewing and interpreting student data.

d) Attending required meetings, such as staff meetings and in-service day trainings.

3. School Psychology Department Specific Requirements

a) Participating in and providing continued professional development at the school and district level
b) Completing all assigned responsibilities within the same timeframe as those of district-employed school psychologists.
c) Performing assigned duties under the direction/supervision of Psychological Services supervisor.
d) Submitting a time sheet to the Psychological Services supervisor each billing cycle so hours worked can be verified.

4. Performance Expectations

a) Contracted school psychologists will meet the same performance standards and timelines as district-employed school psychologists.
b) Understanding that in-person services are preferred, Stellar Therapy has extensive experience in providing telehealth options for school psychology. Typically, this choice is utilized based upon the availability of qualified staff. If working virtually, contracted school psychologists have knowledge on how to assess and observe students virtually, attend and hold meetings virtually, and complete paperwork using the Tennessee platform, TNPulse.
c) Contracted school psychologists will be able to complete comprehensive evaluations according to the state and federal evaluation criteria including the writing of reports, reviewing results in IEP meetings, and completing paperwork required accurately.
d) Contracted school psychologists will utilize a laptop provided by KCS. Stellar Therapy will provide all technology equipment required by the therapists for telepractice. KCS will be responsible for onsite student technology and assistance.

5. Compliance, Confidentiality & Privacy

a) All Stellar Therapy contracted school psychologists will adhere to district policies and procedures, including confidentiality agreements and the ethical standards outlined by NASP.
b) Contracted school psychologist will undergo an orientation by the school district's Psychological Services department.
c) Contracted school psychologist will receive and utilize a mentor who will be assigned by KCS.
d) Contracted school psychologist will understand and follow State and Federal Implementation of IDEA.
e) Contracted school psychologists will respect the right of privacy of the students. Confidentiality shall be maintained by all school psychologists except:
    - When exchange of information is governed by FERPA;
    - When there is a clear and present danger to the student or other persons;
    - To consult with another psychologist when it is in the best interests of the student.

6. Work Schedule

a) Contracted school psychologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. Our workday is a minimum of 7 hours and 45 minutes per day for full time staff. Work hours will align with the hours that Knox County Schools are in session.
b) Contracted school psychologists may occasionally have to work outside of the 7.75 hour workday in order to meet required deadlines. Stellar Therapy Services understands that additional hours worked to meet required deadlines will not be compensated.
c) Contracted school psychologists will submit a timesheet to the Psychological Services Department Supervisor each billing cycle so hours worked can be verified.

TRAINING:

Before a school psychologist is assigned to KCS, Stellar Therapy Services will provide an initial orientation and training as well as ongoing professional development in procedures and guidelines for school-based services, including these topics:

1. IEP development
2. TN Pulse utilization
3. School services assessment, report writing, and the TN state criteria for eligibility
4. Local Education Agency responsibilities
5. Parental rights and Procedural Safeguards
6. Federal and State regulations, IDEA
7. HIPAA and FERPA
8. Ongoing training as the state guidance is updated

Psychologists providing virtual services will additionally receive training in:

1. Telepractice digital tools for virtual assessments including Kanga, Zoom, and Q Global.
2. Communication tools and strategies helpful in supporting virtual services.
3. Additional skills needed to be successful in virtual psychology services.

SPEECH LANGUAGE PATHOLOGISTS

JOB RESPONSIBILITIES

Our speech-language pathologists will provide a continuum of services that support all students. Their responsibilities will include assessment, group and individual therapy, consultation with all relevant parties, case management, participating in the IEP process, and following ASHA guidelines for ethics and evidence based best practice.

Stellar Therapy Services' speech-language pathologists (SLPs) assigned to Knox County Schools will perform comprehensive speech-language pathology services as expected in a typical school speech-language pathologist role, including but not limited to the below:

1. Case Management

a) Conducting student observations.
b) Conducting hearing screenings of caseload.
c) Case management- responsibilities to include:
    - gathering documentation for S-Team process.
    - Scheduling IEP meetings.
    - Collaboration with all stakeholders.
    - Co-Planning and consideration of grades, lessons and instructional supports.
d) Providing appropriate research based services utilizing strategies that are recognized and supported by KCS and the ASHA community.
e) Progress monitoring including direct, consultative, and related services.
f) IEP development
    1) Updating present levels of performance utilizing data.
    2) Developing goals and/or objectives.
    3) Attending and/or leading IEP meetings.
g) Providing interventions to support students.
h) Providing effective communication with staff, administrator, colleagues, parents and district staff.
i) Contract SLPs will track face-to-face time with students and/or families, along with total time spent on each case.

2. Meeting Attendance

a) Attending S-Team meetings.
b) Attending and/or leading IEP meetings.

3. Speech & Language Department Specific Requirements

a) Supervising SLPs during their Clinical Fellowship year.
b) Supporting practicum and intern students.

c) Participating in the Teacher Instructional Growth for Effectiveness and Results (TIGER) evaluation process.
d) Attending all school and district required professional development requirements.
e) Providing resources to school-based staff regarding student concerns.
f) Participating in Medicaid billing on behalf of students and families.

4. Performance Expectations

e) Contracted speech-language pathologists will meet the same performance standards and timelines as district-employed speech-language pathologists.
f) In-person services are preferred. Telepractice speech-language pathologists will be available where appropriate.
g) KCS will provide a laptop to contracted speech language pathologists. Stellar Therapy will provide all technology equipment required by the therapists for telepractice. KCS will be responsible for onsite student technology and assistance.

5. Compliance, Confidentiality & Privacy

a) Adhering to all KCS District policies and KCS speech and language department practice and procedures.
b) Obtaining permission to evaluate for both initial evaluations and re-evaluations.
c) Contracted SLPs must understand and follow State and Federal Implementation of IDEA.

6. Work Schedule

a) Contracted Speech-Language Pathologists will work variable hours based on district needs, which may include full-time, part-time, or as-needed assignments. A workday is a minimum of 7 hours and 45 minutes per day. Work hours should align with the hours that Knox County Schools are in session.
b) Contracted Speech-Language Pathologists may occasionally have to work outside of the 7.75 hour workday in order to meet required deadlines. Stellar Therapy Services understands that additional hours worked to meet required deadlines will not be compensated.

c) Contracted Speech-Language Pathologists must submit a timesheet to the Speech & Language Department Supervisor each billing cycle so hours worked can be verified.
    a. Gathering documentation for S-Team process.
    b. Scheduling IEP meetings.
    c. Collaboration with all stakeholders.
    d. Co-Planning and consideration of grades, lessons and instructional supports.

TRAINING

Before a speech-language pathologist is assigned to KCS, Stellar Therapy Services will provide an initial orientation and training as well as ongoing professional development in procedures and guidelines for school-based services, including these topics:

1. IEP development
2. School services assessment and state criteria for eligibility
3. Local Education Agency responsibilities
4. Parental rights and Procedural Safeguards
5. Educational and Medical Necessity
6. Medicaid Reimbursement for school services
7. School services documentation
8. Federal and State regulations, IDEA
9. HIPAA and FERPA
10. Evidence based practice therapy techniques
11. Participating in ASHA and Stellar training modules in supervision, in preparation for supervising a CFY, grad student, or SLP-A.

Speech-language pathologists providing virtual services will also receive training in:

1. Telepractice digital tools for virtual assessments including Kanga, Zoom, and Q Global
2. Communication tools and strategies helpful in supporting virtual services
3. Additional skills needed to be successful in virtual speech-language pathology services.

IV. EXPERIENCE AND QUALIFICATIONS

RECRUITING & STAFFING EXCELLENCE

HISTORY AND EXPERIENCE

Stellar Therapy Services is a therapist-owned company located in Chattanooga, TN, with 23 years of experience working with therapists across all disciplines, providing contract therapy staffing in schools, hospitals, nursing homes, outpatient clinics, hospice, and home health agencies. We have provided therapy staff to schools since 2003. In 2010, we began providing administrative services to schools to implement TennCare-Medicaid reimbursement programs. We currently provide 185 therapists to over 45 school districts, have 43 districts participating in Medicaid reimbursement programs, with 21 administrative staff supporting both our staffing and billing programs.

Stellar Therapy Services has a customer base that is 95% K-12 clients. The services provided to our K-12 clients are contract staffing of therapists and psychologists, and Medicaid Reimbursement for special education and nursing services.

COMPANY PHILOSOPHY

Our philosophy at Stellar is to provide excellence in everything we do. Our therapists are part of the school district's team, collaborating with teachers and other Knox County Schools staff to deliver related services to eligible students. Our therapists and psychologists understand their services must be limited to those that are educationally necessary. Our staff participate in IEP meetings and can be case managers when appropriate.

EXPERIENCE PROVIDING SCHOOL PSYCHOLOGISTS & SPEECH-LANGUAGE PATHOLOGISTS

Our experience in partnering with school districts has resulted in an extensive list of satisfied customers. We have enjoyed year after year consistency in providing contract staffing services. We approach every relationship as a partnership sharing in the ongoing, ever-changing staffing needs of our school districts. In addition to the extensive marketing tools our recruiters utilize, 70% of our staff have come to us because of an employee or customer referral. Our commitment

to providing a family-friendly work environment and daily administrative support for our staff ensures that we will continue this success.

SPECIAL EDUCATION STAFFING & MEDICAID REIMBURSEMENT PROGRAM
Hamilton County Schools, TN

Hamilton County Schools began partnering with Stellar Therapy Services in 2007, providing Speech-Language Pathologists to special programs within the district. In 2010, Stellar implemented the first successful Medicaid Reimbursement Program in TN at Hamilton County Schools. Also in 2010, in addition to providing Speech-Language Pathologists, Stellar became the sole provider of Occupational and Physical Therapy services for the district. Our effective caseload-management skills led to Stellar & HCS providing a state-wide training specific to caseload-management and discharge planning. At the beginning of school closures in 2020, Stellar converted our on-site staff to telepractice. We provided additional services to assist all of our school districts in training and supporting their staff in the provision of teletherapy services during this challenging time. In 2021, we added School Psychologists for HCS.

- Hamilton County Schools has 70 schools.
- Average annual TennCare reimbursements to Special Education are 750k.
- Average annual TennCare reimbursements to Nursing are $200k.

SPECIAL EDUCATION STAFFING & MEDICAID REIMBURSEMENT PROGRAM
McMinn County Schools, TN

Stellar began working with McMinn County Schools in 2005. We have provided all disciplines, varying each year depending on what they require. Most notably has been our ability to work quickly with unforeseen vacancies and assist the district in reducing the need for compensatory services. Currently, Stellar has both school psychologists and speech-language pathologists assigned to McMinn County.

- McMinn County Schools has 9 schools.
- Average annual TennCare reimbursements to Special Education are $85k.
- Average annual TennCare reimbursements to Nursing are $28k.

SPECIAL EDUCATION STAFFING & MEDICAID REIMBURSEMENT PROGRAM
Grainger County Schools, TN

Stellar began providing staffing services to Grainger County Schools in 2013. In 2023, we began staffing 100% of their OT/PT needs. This small district has a large special education caseload and has benefited from Stellar's case management services by ensuring that only educationally necessary services are included in the IEP. We also serve Grainger's 504 Students. We have had great success in keeping them fully staffed and avoiding compensatory services.

- Grainger County Schools has 9 schools.
- Average annual TennCare reimbursements to Special Education are $75k.
- 23-24 SY they received $293k and are on track to do so again 24-25 SY.
- Average annual TennCare reimbursements to Nursing are $28k.

STELLAR THERAPY SERVICES – STAFFING CUSTOMERS 2024-25

	Bartlett City Schools	Gaston County Schools (NC)	Morgan County Schools
	Beacon College Academy	Gibson County Schools	Norris Academy
	Bibb County Schools (GA)	Grainger County Schools	Northwest Classical Academy
	Bledsoe County Schools	Granville Academy	Oneida Special Schools
	Blount County Schools	Grundy County Schools	Orange Grove
	Bradley County Schools	Hamblen County Schools	Overton County Schools
	Charter School of Excellence	Hamilton County Schools	Pickett Co Schools
	Chatt Girls Leadership Academy	Hickman County Schools	Rhea County Schools
0	Chattanooga Academy	Ivy Academy	Robertson County Schools
1	Chester County Schools	Jefferson County Schools	Scott County Schools
2	Clay County Schools	Leadership Prep Academy	Shelby County Schools
3	Cleveland City Schools	Marion County Schools	Skillern Elementary
4	Clinton City Schools	McMinn County Schools	Smith County Schools
5	Cornerstone Education Group	Meigs County Schools	Star Academy Charter School
6	Crosstown High School	Memphis Business Academy	Stewart County Schools
7	Cumberland County Schools	Memphis Delta Prep Academy	Sumner County Schools
8	Dayton City Schools	Memphis Grizzlies Charter School	Sweetwater City Schools
9	DeSoto County Schools (MS)	Memphis Scholars	Tullahoma City Schools
0	Fentress County Schools	Memphis School of Excellence	Walker County Schools (GA)
1	Franklin County Schools	Metro Nashville Public Schools	
2	Frayser Community Schools	Monroe County Schools	
3	Fulton County Schools (GA)	Montessori Elememtary	

KEY PERSONNEL

Melissa Christopher is the owner and Executive Director of Stellar Therapy Services. Melissa is a licensed Occupational Therapist and is our Clinical Director. Melissa manages all our school staffing contracts and oversees recruiting, hiring, and scheduling processes. Melissa works closely with school administrators to manage staffing, assignments, schedules, caseloads, and any issues that arise related to our therapy staff.

Leslie Grogan, SLP-CCC – School Marketing and Placement Leslie works with therapists who are transitioning into a new assignment, ensuring successful integration with the customer's staff.

Rose Hutton Jackson – School Staffing and Reimbursement Specialist, IDEA Specialist. Rose provides training and support to school staff. Her expertise is TN Pulse, scheduling, and TN DOE and IDEA law.

Sally Stansifer - Regional Recruiter and Marketing Director. Sally leads the recruiting and marketing team by implementing recruitment and marketing strategies to effectively manage the hiring process.

Lauren Hutcherson - Human Resources and Staffing Manager. Lauren coordinates the daily operations of the Human Resources Department by implementing policies and procedures that comply with federal and state law, conducting new hire onboarding and training, and coordinating customer/therapist communications. She leads the staffing team by ensuring each therapist's placement is appropriate, so they can provide excellent services for each customer.

SCHOOL PSYCHOLOGISTS

Providing Qualified School Psychologists

Our providers will have at a minimum, an Education Specialist degree in School Psychology and hold a School Psychologist certification or licensure with a 489 School Psychologist endorsement through the Tennessee Department of Education.

Our school psychologists will have 3 or more years of work experience in the field of school psychology, with at least 1 year experience in Tennessee. Virtual

psychologists are required to have worked at least 1 year of their experience in person in a school setting.

Copies of all the school psychologist's credentials and certifications will be provided to the district. Our providers will have successfully passed fingerprinting, background checks, drug testing, and reference checks prior to being submitted to the district. Our providers will have completed employee orientation and training prior to beginning the assignment.

SPEECH-LANGUAGE PATHOLOGISTS

Stellar Speech-Language Pathologists will each have a Tennessee Department of Health Clinical license, as well as an educational license from the Tennessee Department of Education.

Our speech-language pathologists will have 3 or more years of work experience in the field of speech pathology, with at least 1 year experience in Tennessee. Virtual speech-language pathologists are required to have at least 1 year of their experience in person in a school setting.

Copies of all the speech-language pathology credentials and certifications will be provided to the district. Our providers will have successfully passed fingerprinting, background checks, drug testing, and reference checks prior to being submitted to the district. Our providers will have completed Stellar employee orientation and training prior to beginning the assignment.

FULFILLMENT AND PROGRAM MANAGEMENT

Stellar has a highly skilled recruiting team that contributes to our success at filling open positions. Referral bonus programs, attendance at regional, state, and national conferences, creative use of social media and job boards, excellent relationships with colleges and universities --- these are just some of the many tools we use to maintain a constant pipeline of available therapists. Stellar sources and maintains the talent pipeline through proactive recruiting techniques, continual relationship building and ongoing communication. We

maintain an Applicant Tracking System with over 12,000 prospective candidates with the majority located in Tennessee.

When a supplemental staffing need is communicated to Stellar, we expect to have candidates for KCS consideration within 2 weeks, and will continue until the positions are filled. If the candidate is accepted by KCS, he or she will be able to begin work within 4 – 6 weeks, often sooner.

Employee retention is a focus from day one, in pursuing applicants who have experience and knowledge in the job responsibilities, a strong work history, and solid references. With more than 20 years in school based staffing, Stellar has identified multiple behavioral and performance criteria which are strongly correlated with long term employee retention, and we screen for those in the applicant process.

Employee retention is additionally addressed through our extensive training and support described in detail below. Lastly, we provide employee referral and retention bonus to our current staff, in order to engage our staff in making good referrals and supporting new staff members.

The primary involvement of KCS in these retention efforts is to request clear communication with Stellar regarding contractor expectations, and areas of potential improvement.

When a contractor's unsatisfactory performance is reported to Stellar, we will communicate with the appropriate Knox County supervisor to determine a plan for remediation and/or replacement if needed. If a performance improvement plan is deemed appropriate, then Stellar will manage and monitor the plan with feedback from KCS.

TRAINING

A strength at Stellar Therapy is that our therapy staff is supervised and trained by experienced school therapy providers who have experience and specific training on implementing IEP services in the most cost efficient, effective manner. Additionally, our experience in working with a variety of school districts has allowed us to develop internal systems that are streamlined and adaptable to meet KCS needs. Furthermore, our clinical staff is supported by a team of administrative staff who are experienced in assisting the smooth integration of our therapists into their specific assignment.

Stellar provides both clinical and administrative oversight for our therapists' ensuring that our therapists provide quality services appropriate for the school setting. A Lead Therapist for both speech-language pathologists and school psychologists will perform this oversight. These Lead Therapists maintain a thorough knowledge of DOE requirements, IDEA, and the best practices for school services within their individual disciplines. Therapists who are transitioning from a medical or other setting will be provided with additional education and training in the service differences with school-based services under and IEP, ISP, or 504 plan. These Lead Therapists will be available to KCS on request to assist with problem solving and planning.

Administrative oversight includes regular review of documentation, communication with the therapists and school district staff, coordinating meeting attendance, ensuring timely completion and distribution of assessments, problem solving, and providing any support the therapist or BCS requires. A Stellar Supervisor provides this administrative oversight.

We make sure that every therapist placed in a school setting is trained and ready to work. We do not expect KCS to train our therapists on how to provide school therapy.

Our goal is to find the most qualified and trustworthy employees. Conducting background checks helps us be compliant with all federal, state, and local laws governing how information is collected and used for employment purposes.

Part of this process is completing pre-employment background checks including fingerprinting, post-employment re-checks every 5 years, and monthly exclusion checks.

The following are checked as part of pre-employment and ongoing procedure:

- SSN Verification
- TN Abuse Registry
- TBI Sex Offender Registry
- TN Felony Offender
- State/Federal criminal history

- HHS/OIG
- National Sex Offender
- OPI
- SAM-EPLS
- Any state-specific registries they have lived in for the past 7 years
- Drug test

The school psychologists and speech-language pathologists provided to the district will be employed by Stellar Therapy Services. We will be responsible for all payroll reports and taxes, benefits, worker's compensation coverage, professional liability insurance and any other state or federal requirements. Stellar Therapy Services is registered with the Secretary of State of Tennessee as a limited liability corporation. We also have an active account with Tennessee for the submission of state income tax withholding and unemployment insurance payments.

BILLING, TIMEKEEPING AND INVOICING

Stellar employees report their work hours weekly on our online timesheets, in addition to any required forms required by KCS. Specific hours and tasks will be communicated in our system, which is then utilized for invoicing. Staff assigned to KCS will not submit time over 7.75 hours/day. Invoices are sent monthly, or as requested by KCS, with payments requested within 30 days of the receipt of invoice. Documentation of salary and associated costs are kept on file and available at Knox County School's request.

Melissa Christopher, OT/L

EXPERIENCE

January 1999 – Present Owner/Executive Director
Stellar Therapy Services
Chattanooga, TN

Stellar Therapy Services developed out of Melissa's mission to provide therapy services to agencies and provide a flexible work environment for her clinical staff. As Melissa grew the company to add more health care professionals, she focused on locating and identifying skilled clinicians and training them in an excellence and service mindset. She manages every aspect of this contract therapy staffing agency with 125 therapists – OT, COTA, PT, PTA, SLP, SLP-A, School Psychologists. Melissa provides training and oversight of therapy staff and is executive director of all the administrative functions of the company.

November 1996 – December 1998 Occupational Therapist
AMEDISYS HOME HEALTH
Chattanooga, TN

Managed caseload and supervised COTAs covering Hamilton County, Bradley County, Grundy County, and Rhea County.

February 1991 – November 1996 Occupational Therapist, Education Coordinator, Brain Injury & Spinal Cord Injury Team Leader
SISKIN HOSPITAL FOR PHYSICAL REHABILITATION
Chattanooga, TN

Developed and provided training in hospital-wide programs. Managed education program for students, technicians, and volunteers. Supervised COTAs and students.

PROFESSIONAL ACTIVITIES

1991 – present	Member of Tennessee Occupational Therapy Association
2010 – present	National Alliance for Medicaid in Education (NAME)

EDUCATION

1991 – present	Maintained State of Tennessee licensure as an Occupational Therapist
December 1990	B.S. in Occupational Therapy Eastern Kentucky University, Richmond, KY

Erin Lait-Hornsby, EdS, NCSP
(615) 300-5182 elhornsby@gmail.com

EDUCATION

2000-2004	University of Memphis **Master of Arts** in School Psychology (May 2002) **Education Specialist** in School Psychology (May 2004)
1995 - 1998	University of Memphis **Bachelor of Arts** in Psychology
1994 - 1995	Colorado College Colorado Springs, CO

EMPLOYMENT

8/2016 - Present	Stellar Therapy Services - lead psych services Contracted to Cornerstone Education Group, Memphis
7/2014-12/15	Franklin Special School District, Franklin, TN. District Behavior Consultant

Complete all district Functional Behavior Assessments for Special Education students. Write Behavior Intervention Plans; train staff on the implementation of these plans. Complete regular fidelity checks for Behavior Plans. Attend IEP meetings for students on Behavior Consultation. Provide consultation to teachers.

1/2011-5/2012	Hope Autism and Behavioral Health Services, Brentwood, TN **Social Skills Group Assistant**

Assist group leader in implementation of behavior therapy techniques to teach appropriate social/ play skills to a group of 5-6 preschool and early elementary students with autism.

7/2005-5/2006	Preschool Cooperative of Knoxville, Knoxville, TN **Preschool Teacher**

Development of lesson plans and activities for preschool class and implementation of these in the classroom. Conduct parent/teacher conferences.

8/2004-6/2005	Knox County Schools Psychological Services, Knoxville, TN **School Psychologist**

Lauren Hutcherson

Education:

Bachelor of Science| December 2012 | The University of Tennessee of Chattanooga

Work History:

Human Resources and Staffing Manager | Stellar Therapy Services | January 2019 – Present

- Oversee scheduling for providers in the school systems
- Implement policies and procedures
- New hire onboarding
- Employee reviews
- Worker's compensation
- Support therapists/employees in all settings
- Training employees on updated and new systems
- Collaborate with the Quality Assurance Coordinator to ensure company meets proper compliance standards
- Correspond with customers in the school systems and facilities
- Manage fingerprinting, background checks, and drug screens for all employees
- Assist the Finance Coordinator with invoice support documents
- Manage company communications
- Oversee TEIS scheduling and communications
- Manage employee reimbursements

Executive Assistant | Stellar Therapy Services | October 2015 – January 2019

- Assist the Chief Operating Officer with daily communications
- Assist in Human Resources with the new hire onboarding process
- Review invoices with supporting documentation
- Set up/run fingerprinting, background checks, and drug screens for new employees
- Assist the Recruiting Coordinator in managing the ATS and searching for potential candidates
- Oversee TEIS
- Assist with staffing placements and planning
- Manage storage inventory
- Office supply ordering
- Manage therapist time off requests
- Therapist CEU registrations

Veterinary Assistant | Animal Medical Professionals | February 2014 – October 2015

- Train new employees
- Fundraiser promotion
- Manage surgical and medical inventory
- Create employee schedule
- Client education
- Collect patient history

SALLY STANSIFER

WORK HISTORY

Stellar Therapy Services – Murfreesboro, Tennessee
Regional Recruiter 06/2015 to Current

- Recruited Occupational, Physical & Speech Therapists for medical and school therapy positions
- Developed pipelines and establish a relationship with potential future candidates
- Attended recruiting events such as college career fairs and professional conferences to market Stellar Therapy as a future employer
- Obtained references on potential hires, process application paperwork and assist with on boarding
- Identified and pre-screen candidates and use experience and judgement to schedule qualified candidates with CEO of the company
- Supported human resources, controlling resume flow within applicant tracking system
- Educated job applicants of expected job tasks, compensation and benefits to set clear expectations

Stellar Therapy Services – Chattanooga, TN
Clinic Manager, 03/2012 to 06/2015

- Managed the daily activities of a pediatric therapy clinic
- Trained and lead support staff. Familiar with a variety of concepts, practices, and procedures
- Relied on extensive experience and judgment to plan and accomplish goals
- Performed a variety of tasks inclusive of insurance verification, patient account management, scheduling, reporting and process improvement

Gaston Therapy
Clinic Manager, 06/2010 to 03/2012

Innovative Realty Group

Real Estate Agent, 09/2006 to 07/2009

EDUCATION

Ogeechee Technical College - Statesboro, GA 2005
Associate degree: Banking and Finance

Leslie Grogan M.S. CCC-SLP

WORK EXPERIENCE

Speech Language Pathologist, Lead SLP
Stellar Therapy Services 3/2022-Present

- Full-time work as a speech language pathologist providing speech and language evaluations, therapy, participating in IEP meetings, and documenting services with the school-age population through teletherapy.
- Secure new contracts with school districts across the state.
- Provide clinical leadership, training, guidance, and support to virtual and in person SLPs contracted through Stellar Therapy

Lead Speech Language Pathologist/ AAC Consultant
RM Speech 9/2018- 2/2022

- Full-time work as the Lead AAC Consultant obtaining speech generating devices (SGD) for patients by assisting speech therapists with evaluations and the insurance paperwork process. Providing training to new hires, therapists, teachers, and families on using SGD's and therapy implementation of the SGD's. Creating and providing ASHA CE trainings to speech therapists on using SGDs with their patients.

Speech Language Pathologist
St. Thomas Outpatient Rehabilitation 3/2014- 8/2018

- Full-time work as a speech-language pathologist providing speech, language, cognitive, swallowing, and augmentative alternative communication device evaluation, therapy, and electronic documentation for ages birth-geriatric in an outpatient multidisciplinary clinic collaborating with MD, OT, and PT to provide the best care for the patient.

Speech Language Pathologist
Lebanon Special School District 7/2010- 3/2014

- Full-time work as a speech-language pathologist in the public- school system providing therapy, assessment, documentation, and conducting meetings for a case load of 60-75 preschool and school age children

EDUCATION

Communication Disorders, Bachelor of Science
Middle Tennessee State University Murfreesboro, TN 2007

Speech Language Pathology, Master of Science
Tennessee State University, Nashville, TN 2008-2010

Rose Hutton Jackson

Career History

July 2019- Present	Stellar Therapy Services, Chattanooga, TN School Staffing & Reimbursement Specialist IEP and IDEA Specialist, Trainer
July 2012- June 2019	Hamilton County Dept. of Education, Chattanooga, TN Supervisor of Exceptional Education
June 2002- July 2012	Hamilton County Dept. of Education, Chattanooga, TN Lead Teacher of Exceptional Education
August 1990- June 2002	Hamilton County Dept. of Education, Chattanooga, TN Educational Audiologist
January 1987- March 1990	Contract Audiologist Serving Multiple ENT Offices in Metropolitan Atlanta, GA

Education

August 2007	Post Master's Certificate in School Leadership University of Tennessee, Chattanooga
March 1987	M.A. Audiology University of Tennessee, Knoxville
December 1986	B.A. Audiology University of Tennessee, Knoxville
June 1984	A.S. Interpreter Training Chattanooga State Technical Community College

Current Licenses & Certificates

Tennessee State Dept. of Education, Administrator License
Tennessee State Dept. of Education, Audiology License
Tennessee State Dept. of Health, Audiology License
American Speech-Language Hearing Association, CCC-A

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3635

To evaluate fairly, the County requires this completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award. In addition to the cost sheet, proposers may submit additional pricing information, but evaluations will be based on the pricing requested here.

Payment terms will be based on an agreed-upon hourly rate structure. Agencies must submit invoices as per district billing cycles.

Full Time Position	**Hourly Bill Rate**
School Psychologist: On-site	$ 82.00
School Psychologist: Virtual	$ 85.00
Speech Language Pathologist: On-site	$ 82.00
Speech Language Pathologist: Virtual	$ 85.00
Instructional Assistants: On-site	$ N/A

Please attach a detailed overview of your organization's buy-out policies, if applicable.

Stellar offers a contract buy-out at a prorated amount based upon 3 years of continued service, at 8% of the therapist's district salary multiplied by remaining service period up to the 3 years.

SIGNED & NOTARIZED ATTACHMENTS ARE IN THE PRINTED ORIGINAL OF THE PROPOSAL.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
REFERENCES
REQUEST FOR PROPOSALS NUMBER 3635

Vendor: Stellar Therapy Services

Proposers shall submit a list of three (3) references for projects of similar size/nature which have been in service during the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not use Knox County Government or Knox County Schools as a reference.

Name of Firm: Hamilton County Schools
Contact Person: Terrilyn Ladd Phone Number: (423) 498-7007 ext 26005
Email Address: ladd_t@hcde.org
Nature of Contract: Therapy Staffing
Services Provided: Virtual and in person SLPs and Psychologists, Occupational and Physical Therapists and Assistants
Dollar amount: $ 3,200,000 (over life of contract)
Contract start date: July 1, 2025 Contract end date: June 30, 2026

Name of Firm: McMinn County Schools
Contact Person: Patti Rogers Phone Number: (423) 745-1612 ext. 1311
Email Address: PRogers@mcminnschools.com
Nature of Contract: Therapy Staffing
Services Provided: Virtual and in person Psychologists, virtual Speech-Language Pathologists
Dollar amount: $ 320,000 (over life of contract)
Contract start date: July 1, 2024 Contract end date: June 30, 2025

Name of Firm: Grainger County Schools
Contact Person: Ginny McElhaney Phone Number: (865) 828-3611
Email Address: gam@gcs123.net
Nature of Contract: Therapy Staffing
Services Provided: Speech-Language Pathologists, Occupational and Physical Therapists and Assistants
Dollar amount: $ 360,000 (over life of contract)
Contract start date: July 1, 2024 Contract end date: June 30, 2025

ATTACHMENT B
COST SHEET
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSAL NUMBER 3635

To evaluate fairly, the County requires this completed cost sheet. Do not alter the cost sheet in any way. Failure to provide the completed cost sheet or deviations from this cost sheet may be just cause to deem your proposal non-responsive and not considered for award. In addition to the cost sheet, proposers may submit additional pricing information, but evaluations will be based on the pricing requested here.

Payment terms will be based on an agreed-upon hourly rate structure. Agencies must submit invoices as per district billing cycles.

Full Time Position	**Hourly Bill Rate**
School Psychologist: On-site	$ 82.00
School Psychologist: Virtual	$ 85.00
Speech Language Pathologist: On-site	$ 82.00
Speech Language Pathologist: Virtual	$ 85.00
Instructional Assistants: On-site	$ N/A

Please attach a detailed overview of your organization's buy-out policies, if applicable.

Stellar offers a contract buy-out at a prorated amount based upon 3 years of continued service, at 8% of the therapist's district salary multiplied by remaining service period up to the 3 years.

Client#: 650011 STELLTHERA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shonda Harris
Marsh & McLennan Agency LLC Liberty Tower, Suite 500 605 Chestnut Street Chattanooga, TN 37450	PHONE (A/C, No, Ext): 423-267-8310 FAX (A/C, No): E-MAIL ADDRESS: Shonda.Harris@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire & Marine Insurance	20079
INSURER B : United Wisconsin Insurance Co.	29157
INSURER C : Obsidian Specialty Insurance Company	16871
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Stellar Therapy Services, LLC
P O Box 8114
Chattanooga, TN 37414

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HN039807	11/05/2024	11/05/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			HN039807	11/05/2024	11/05/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AFWCP100033288	07/01/2024	07/01/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Cyber Liab.			PLMCBSEAGWWEZZ	11/05/2024	11/05/2025	$1,000,000	
A	Professional Liab			HN039807	11/05/2024	11/05/2025	$2,000,000 per Event $4,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Knox County Schools
PO Box 2188
Knoxville, TN 37901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vincent A. Carelli

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JXSTS

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.

22. Certificate of Insurance shall show the RFP number and title.

23. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: MARSH & MCLENNAN AGENCY Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: Stellar Therapy Services Authorizing Signature: _____

ATTACHMENT D
KNOX COUNTY PROCUREMENT DIVISION
AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORD CHECK
REQUEST FOR PROPOSALS NUMBER 3635

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Holly Christopher, President or other Principal

Officer of STELLAR THERAPY SERVICES, LLC, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: STELLAR THERAPY SERVICES, LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Holly Christopher,

President or Principal Officer of STELLAR THERAPY SERVICES, LLC,

On this 11th day of March 2025.

Notary Public

My Commission expires: 4/10/2028

JACK BABB
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

ATTACHMENT E
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL AFFIDAVIT
REQUEST FOR PROPOSALS NUMBER 3635

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated
§ 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: March 11, 2025

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: CFO Date: March 11, 2025

Attachment C
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Knox County Government and Knox County Procurement Department by and through its governing body and its authorized representatives, Business Associate ("BA"), and _____ Name of Covered Entity), Covered Entity ("CE")

PURPOSE

A. Covered Entity ("CE") operates a (Medical facility with HCP/ Healthcare Plan/ Healthcare Clearing House) certified in Knox County, Tennessee

B. Business Associate ("BA") is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA.

C. CE and BA intend to protect the privacy of Protected Health Information ("PHI") and electronic Protected Health Information ("e-PHI") disclosed to or created or received by BA pursuant to the Agreement in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services, the privacy and security provisions of the American Recovery and Reinvestment Act (Stimulus Act) for Long Term Care, Public Law 111-5, HITECH Act and other applicable laws.

D. CE and BA agree to comply with the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and its implementing regulations at 16 CFR §681.1 and 16 CFR §681.2.

E. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, including the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, Subparts A and E, the standards relating to Notification in the Case of Breach of Unsecured Protected health Information at 45 CFR Parts 160 and 164, Subparts A and D, and the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and D, as such regulations may be amended from time to time (including, without limitation any amendments required by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") (collectively "HIPAA Regulations")

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions**: The following definitions are used by this Agreement:

1.1 **Agreement** – means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a) (2) between a Business Associate and a Covered Entity.

1.2 **Breach** – means the unauthorized acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the Privacy Rule which compromises the security or privacy of the protected health information. Except that: a use or disclosure of protected health information that does not include the identifiers listed at 45 CFR 164.514 (e)(2) of the Privacy Rule, date of birth, and zip code does not compromise the security or privacy of the protected health information is deemed not to be a "Breach" for purposes of this agreement. Notwithstanding the foregoing, a Breach does not include: (1) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or BA, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (2) any inadvertent disclosure by an individual who is authorized to access. Protected Health Information at Covered Entity's or BA's facility to another similarly situated individual at the same facility, provided such information is not further

acquired, accessed, used, or disclosed by any person without authorization; and (3) a disclosure of Protected Health Information in a situation in which BA has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

1.3 **Business Associate (BA)** – is a person or entity, other than a member of the workforce of a covered entity CE, who performs functions or activities on behalf of a CE that involves access by the BA to protected health information as described in 45 C.F.R. Section 160.103. A BA is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

1.4 **Covered Electronic Transactions** – shall have the meaning given to the term "transaction" in 45 C.F.R. Section 160.103.

1.5 **Covered Entity (CE)** – as the term referenced to the entity to this agreement is a provider of medical and health services as described in 45 C.F.R. Section 160.103.

1.6 **Covered Individual** – means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.

1.7 **Data Aggregation** – means, with respect to Protected Health Information created or received by BA in its capacity as a BA (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by BA with the Protected Health Information received by BA in its capacity as a BA of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.

1.8 **Designated Record Set** – means a group of records maintained by or for Covered Entity that is (1) the medical records and billing records about Individuals maintained by or for a covered health care provider, (2) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity, or (3) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

1.9 **Disclose** - means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

1.10 **Effective Date** – means the date the Agreement is fully executed, unless specifically noted otherwise herein.

1.11 **Electronic Health Record** – means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.

1.12 **Electronic Protected Health Information** – shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. Section 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity.

1.13 **GINA** - shall mean the Genetic Information Nondiscrimination Act of 2008 (Pub. L. 110-223).

1.14 **HITECH** – means Heath Information Technology for Economic and Clinical Health Act.

1.15 **HHS** – means the United States Department of Health and Human Services.

1.16 **Including** – means "including but not limited to."

1.17 **Individual** – shall have the same meaning as the term “individual” in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

1.18 **Integrity** – means that data or information have not been altered or destroyed in an unauthorized manner.

1.19 **Data Set** – shall have the same meaning as the term “limited data set” in 45 C.F.R. Section 164.514(e)(2).

1.20 **Plan –** means the group health plan(s) identified in the introductory paragraph to this Agreement.

1.21 **Privacy Rule** – means the Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E and the privacy provisions of HIPAA, as amended.

1.22 **Protected Health Information (PHI)** – shall have the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by BA from or on behalf of Covered Entity. PHI includes both Hardcopy and Electronic Protected Health Information ("phi") and means any information, whether oral or recorded in any form or medium, that

i. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and,
ii. Identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual; and,
iii. Is limited to the information created or received by BA from or on behalf of CE.
iv. Hardcopy Protected Health Information ("paper") is a subset of Protected Health Information and means PHI that is maintained as a paper document.

1.23 **Electronic Protected Health Information ("e-PHI")** is a subset of Protected Health Information and means PHI that is transmitted by or maintained in any electronic media.

1.24 **Required By Law** – means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law and shall have the same meaning as the term “required by law” in 45 C.F.R. Section 164.103.

1.25 **Secretary** – means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

1.26 **Security Incident** – shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 CFR 146.304.

1.27 **Security Rule** – means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C and the security provisions of HIPAA, as amended.

1.28 **Standards for Electronic Transactions Rule** – means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.

1.29 **Subcontractor** – means an agent of a BA described in 45 C.F.R. Section 165.103 to whom the BA provides protected health information that the BA creates, receives, maintains, or transmits on behalf of a Covered Entity.

1.30 **Unsecured Protected Health Information** – means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (1) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance, or (2) destruction, in accordance with the procedures identified in the Secretary's guidance, of the media on which the Protected Health Information was stored or recorded.

1.31 **Use** – means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

2. Privacy Provisions

2.1 **Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information. The "business associate" provisions of the Privacy Rule govern the terms and conditions under which the BA may use or disclose Protected Health Information. In general, BA agrees and intends to act such that (1) Covered Entity can fulfill its responsibilities under HIPAA; and (2) BA can fulfill its contractual obligations under this Agreement. In addition, BA specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.

2.2 **Permitted Uses and Disclosures by Business Associate**.

2.2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. Business Associate shall comply with the provisions of this Agreement relating to privacy and security of PHI on all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to privacy and security of PHI and that are applicable to CE and/or BA. Except as otherwise limited in this Agreement, BA may use or disclose Protected Health Information (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the BA, (ii) as permitted or required by this Agreement, and (iii) as Required by Law. BA may disclose Protected Health Information to other BAs of Covered Entity, or to BAs of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law. If and when BA discloses or makes available Protected Health Information to the sponsor of the Plan, BA agrees to disclose or make available Protected Health Information only to the persons identified in the attached Designated Persons Appendix (which may be updated by Covered Entity and communicated to BA from time to time) for the purpose of performing functions, services, or activities for or on behalf of Covered Entity. Upon Covered Entity's request, BA will provide Protected Health Information to other BAs of Covered Entity that assist in administering the group health plans and that are authorized to receive such information.

2.2.2 Except as otherwise limited in this Agreement, BA may use or disclose PHI consistent with CE's minimum necessary policies and procedures to perform functions, activities, or Services for, or on behalf of CE as specified in the Agreement, provided such use or disclosure would not violate the Privacy and Security Rule if done by the CE.

2.2.3 Disclosure for Management and Administration - Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:

i. Disclosures are required by law; or
ii. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and

iii. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

2.2.4 Data Aggregation - Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.

2.2.5 Report Violations of Law - Except as otherwise limited in this Agreement, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j))(1).

2.2.6 De-identification. The BA may de-identify any and all PHI that it obtains from the CE, but only if such de-identification is accomplished in accordance with the requirements of 45 CFR 514 (a) and (b).

2.2.7 Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable, (i) to the Limited Data Set, or (ii) if needed by BA, to the minimum necessary (as determined by BA) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. BA's ability to satisfy the requirement of this Section 2.2.7 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time BA will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.

2.2.8 Except as otherwise authorized by the Privacy Rule, BA shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Section 2.2.8 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

3. **Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity, BA will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

4. **Additional Obligations of Business Associate**. Except as otherwise specified in this Agreement, the provisions of this paragraph apply only to Protected Health Information that Covered Entity discloses to BA or BA creates, receives, maintains, or transmits on behalf of Covered Entity.

4.1 **Safeguards**. BA agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, BA must comply with the Security Rule by:

4.1.1 Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and ePHI as required by the Agreement, and as required by 45 CFR 164.308, 164.310, 164.312, and 164.316 that the BA receives, creates, maintains, or transmits to the same extent as if the BA were a CE. The BA shall undertake such actions in a manner that is consistent with any guidance issued by the Secretary pursuant to the HITECH Act.

4.1.2 Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the BA agree to comply with the applicable requirements of the Privacy and Security

Rules by entering into a contract or other arrangement that complies with the Privacy and Security Rules.

4.1.3 Promptly report to CE any Security Incident of which BA becomes aware. In addition, BA agrees to promptly notify CE following the discovery of a Breach of Unsecured PHI. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to BA or any employee, officer or agent of BA, other than the individual committing the Breach.

4.1.4 BA shall protect PHI from any improper oral or written disclosure by enacting and enforcing safeguards to maintain the security of and to prevent any Use or Disclosure of PHI other than is permitted by this Agreement.

4.2 **Reporting and Mitigation**. Business Associate will report to Covered Entity any acquisition, access, use, or disclosure of Protected Health Information of which BA becomes aware, or that is reported to BA by an agent or Subcontractor, that is in violation of this Agreement.

BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA or its employees, officers or agents in violation of the requirements of this Agreement (including, without limitation, any Security Incident or Breach of Unsecured PHI). BA agrees to reasonably cooperate and coordinate with CE in the investigation of any violation of the requirements of this Agreement and/or any Security Incident or Breach. BA shall also reasonably cooperate and coordinate with CE in the preparation of any reports or notices to the individual, a regulatory body or any third party required to be made under HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules, or regulations, provided that any such reports or notices shall be subject to the prior written approval of CE.

4.3 **Agents and Subcontractors**. BA agrees to enter into an agreement with each of its subcontractors pursuant to 45 CFR 164.308(b)(1) and HITECH 13401. BA shall monitor and ensure, in accordance with 45 CFR 164.502(e)(l)(ii) and 164.308(b)(2), that any agents, including subcontractors and subcontractors of subcontractors, that create, received, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA through this Agreement with respect to such information.

4.4 **Access to Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to provide access, at the request of CE, and in the time and manner designated by the CE, to PHI in a Designated Record Set, to Covered Entity or, as directed by CE, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.5 **Amendment of Designated Record Sets**. To the extent that BA possesses or maintains PHI in a Designated Record Set, BA agrees to make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to pursuant to HIPAA Regulations at the request of CE or an Individual, and in the time and manner designated by the CE. If an Individual makes a request for an amendment to PHI directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual.

4.6 **Disclosure Accounting**. BA agrees to document disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. BA agrees to provide to CE or an Individual, in the time and manner designated by the CE, information to permit CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to BA, BA shall notify CE of the request within three (3) business days of such request and will cooperate with CE and allow CE to send the response to the Individual. At a minimum, Business Associate shall provide Covered Entity with the

following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and, (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. BA hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section and applicable law. It shall be CE's responsibility to promptly notify BA of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, BA shall track other disclosures and/or make available to CE such information as is necessary for Covered Entity to comply with any additional accounting requirements.

4.7 **Access to Business Associate's Internal Records**. BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CE available to CE or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or BA.

4.8 **Electronic Transactions**. In the event the BA transmits or receives any Covered Electronic Transaction on behalf of CE, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law and shall ensure that any agents and Subcontractors that assist BA in conducting Covered Electronic Transactions on behalf of CE agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

4.9 **GINA**. BA agrees not to use or disclose Protected Health Information that contains genetic information if such use or disclosure would violate GINA.

5. Obligations and Rights of Covered Entity.

5.1 **Notice of Privacy Practices**. CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.

5.2 **Requests by Covered Entity**. CE shall not request or direct BA to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CE. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as CE. To the extent a dispute or difference of opinion exists between the BA and CE regarding whether a use or disclosure is permissible, BA may disclose the Protected Health Information under objection pursuant to the specific, written direction of CE. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.

5.3 **Authorizations**. CE shall notify Business Associate of any authorization provided by an Individual to use or disclose Protected Health Information (and any changes in or revocation of such an authorization),, to the extent that such information may affect Business Associate's use or disclosure of Protected Health Information. Upon receipt of such notification, BA shall use or disclose Protected Health Information in accordance with the authorization or changes thereto.

5.4 **Restrictions**. CE shall notify BA of any restriction on the use or disclosure of Protected Health Information to which CE has agreed in accordance with 45 C.F.R. Section 164.522 or is required to agree under HITECH (and any changes to or termination of such a restriction), to the extent that such restriction may affect BA's use or disclosure of Protected Health Information. Such restrictions include, but are not limited to, a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual. Upon receipt of such notification, BA shall comply with such a restriction.

5.5 **Agreement Breaches by Business Associate**. If CE obtains knowledge of a pattern of activity or practice of BA that constitutes a material breach or violation of BA's obligations under this Agreement,

CE will take reasonable steps to cure such breach or end such violation. If CE cannot successfully cure the breach or end the violation, CE shall terminate the Agreement in accordance with Section 8.2 if feasible.

6. Electronic Security Provisions

6.1 **Introduction.** This section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Section 6 along with the other sections of the BA Agreement are (1) intended to meet the requirements of the "business associate" provisions of Security Rule, and (2) govern the terms and conditions under which the BA may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of CE. In general, BA agrees and intends to act such that (1) CE can fulfill its responsibilities under HIPAA; (2) BA can fulfill its responsibilities under HIPAA; and (3) BA can fulfill its contractual obligations under this Agreement.

6.2 **Obligations of Business Associate.** In accordance with the Security Rule, BA agrees to:

6.2.1 Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including, but not limited to, identifying security officer and training personnel. This Section 6.2.1 shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.

6.2.2 Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that BA creates, maintains, receives, or transmits on behalf of CE.

6.2.3 Enter into a written contract with any agent or Subcontractor to whom BA provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Section 6 to BA, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

6.2.4 Report to CE any Security Incident of which BA becomes aware. BA shall provide such notification on a quarterly basis, unless a prompter notice is otherwise required by this Agreement. With respect to Security Incidents that result from an unsuccessful attempt to access, use, disclose, modify, or destroy Electronic Protected Health Information or interfere with system operations in an information system containing Electronic Protected Health Information, the notification required hereunder need only report the aggregate number of such incidents.

6.2.5 Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to BA.

6.3 **Obligations of Covered Entity**. CE shall not request or direct BA to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

7. Breach Notification Requirements

7.1 **Breach Notification**. To the extent BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, as set forth in Section 13402(h) of HITECH, BA shall promptly report to CE any Breach of such Unsecured Protected Health Information by it, its subcontractors or agents of which it becomes aware. Prior to notifying CE of the Discovery of a Breach, BA shall take reasonable steps to satisfy itself based upon reasonable diligence that the acquisition, access, use or disclosure of PHI was not unintentional or

inadvertent. Notification to CE shall be made without unreasonable delay and in no case later than five (5) business days after the earlier of: (i) the first day on which such Breach is known to BA; or (ii) the first day on which such Breach, by exercising reasonable diligence, would have been known to any person (other than the person committing the Breach) who is an employee, officer or other agent of BA. Notification will be made to the CE's Privacy Officer. Notification of the Breach may only be delayed if such delay is required by law enforcement purposes as set forth in 45 C.F.R. Section 164.412. If BA has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, BA shall inform CE within 24 hours of receiving the request. BA shall exercise reasonable diligence and promptly supplement its report with any additional information as may be obtained by BA. BA, its affiliates, agents and subcontractors shall not provide any notification or information regarding any Breach to any person other than CE, except to the extent such action is: (i) required by law, (ii) required under this Agreement, or (iii) taken pursuant to a prior written consent of Covered Entity. Notwithstanding the foregoing, BA may provide information regarding a Breach to its legal counsel.

7.2 **Content of Report**. Notification to CE of a Breach shall include, at a minimum, the following:

7.2.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

7.2.2 A description of the types of Unsecured PHI that were involved in the incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information) and that were or are reasonably believed by BA to have been impermissibly accessed, acquired, used or disclosed;

7.2.3 A fact-specific and detailed risk assessment of whether the incident poses a significant risk of financial, reputational, or other harm to the individual whose Unsecured PHI has been (or is reasonable believed by BA to have been) acquired, accessed, used or disclosed;

7.2.4 Identification of the Individuals whose Unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed;

7.2.5 Any steps Individuals should take to protect themselves from potential harm resulting from the incident;

7.2.6 A brief description of what BA is doing to investigate the incident, to mitigate harm to Individuals, and to protect against any further incidents; and

7.2.7 Any other information reasonably requested by CE to be included in the report.

7.3 **Documentation and Retention**. BA will document all actions described in this Section 7 and maintain such documentation for at least six years from the date the documentation is created or the date it was last in effect, whichever is later.

7.4 **Reimbursement, Mitigation and Cooperation**. BA will reimburse CE for all reasonable and necessary out-of-pocket costs incurred (including without limitation costs associated with providing required notices) as a result of a Breach by the BA, its affiliates, subcontractors or agents. Business Associate further agrees to cooperate with CE as reasonably requested, to mitigate, to the extent practicable, any harmful effect of such a Breach or other use or disclosure of Protected Health Information in violation of the terms and conditions of this Agreement, and fully cooperate with CE on all matters relating to such incident and associated notifications by CE to Individuals, the media, the Secretary, the Federal Trade Commission, or any other governmental entity.

7.5 **Continuing Duty to Report**. Nothing in this Agreement shall be construed to relieve BA of its existing reporting obligations under the Agreement and BA shall continue to report to CE in the time and in the manner provided for in the Agreement. The occurrence of a Security Incident of a use or disclosure of PHI in a manner that is not provided for in the Agreement shall not discharge BA's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.

8. Term and Termination

8.1 **Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information provided by CE to BA, or created or received by BA on behalf of CE is destroyed or returned to CE, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 8

8.2 **Termination**. Upon CE's knowledge of a material breach by BA of the terms of this Agreement, CE shall either:

8.2.1 Provide an opportunity for BA to cure the breach or end the violation.
8.2.2 If BA does not cure the breach or end the violation within the time specified by CE, CE shall terminate this Agreement;
8.2.3 If BA has breached a material term of this Agreement and cure is not possible, immediately terminate this Agreement; or
8.2.4 If neither termination nor cure is feasible, CE shall report the violation to the Secretary.

8.3 **Effect of Relationship Termination**.

8.3.1 Except as provided in Section 8.3.2 and/or 8.3.3 of this sub-section, upon termination of the Agreement, for any reason, BA shall return or destroy all Protected Health Information received from or created or received by it on behalf of CE and will certify that such return or destruction has been completed no later than 30 calendar days following the effective date of termination. The certificate of return or destruction should be mailed to Knox County Risk Management, Attn. Privacy Officer, 400 Main Street Suite 345, Knoxville TN 37902. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. BA will not retain any copies of Protected Health Information.

8.3.2 In the event that BA determines that returning or destroying Protected Health Information is infeasible, BA will notify CE in writing, no later than the date required for certification under section 8.3.1, of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible; BA will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BA maintains such Protected Health Information.

8.3.3 Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, BA shall return or provide to CE such information, including Protected Health Information.

9. General Provisions

9.1 **Regulatory References.** Any reference in this Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

9.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CE and/or BA to comply with the requirements of HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. No amendment to this Agreement shall be effective until reduced to writing and duly signed by the authorized representatives of the parties.

9.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with HIPAA and the HITECH Act, as those statutes and their implementing regulations may be amended from time to time. The provisions of this Agreement shall prevail over any provision of any other agreement between the BA and the CE that may conflict or be inconsistent with any provision in this Agreement.

9.4 **Survival.** The respective rights and obligations of BA under this Agreement shall survive the termination of this Agreement and any related agreement, including a services agreement.

9.5 **Indemnity.** The BA agrees to indemnify, hold harmless, and defend the CE and its officers, directors, employees or agents from any claim, cause of action, liabilities, damages, penalties, fines, costs, expenses or other losses (including attorney's fees) arising out of any use or disclosure of PHI by BA or its agents or subcontractors in breach of this Agreement of in violation of State or Federal Law, including without limitation, HIPAA, the HITECH Act, the Privacy Rule, or the Security Rule.

9.6 **No Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

9.7 **Disputes**. If any dispute or claim arises between the parties with respect to this Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties that they reasonably cooperate with each other in the performance of the mutual obligations under this Agreement.

9.8 **Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.

9.9 **Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.

9.10 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.11 **Notices.** All notices and communications required by this Agreement shall be in writing and shall be effective upon receipt. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing. Neither party shall refuse delivery of any notice hereunder.

9.12 **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors.

9.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the BA and the CE relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.

9.15 **Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise

hereunder.

9.16 **Compliance with HIPAA Transaction Standards.** When providing its services and/or products, BA shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA("Covered Transactions"). BA represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and BA shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. BA agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to CE in any form, including, but not limited to, increased fees. BA shall require all of its agents and subcontractors (if any) who assist BA in providing its services and/or products to comply with these terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

BUSINESS ASSOCIATE:

Knox County, Tennessee

_____

Print Name: _____

Title: _____

Date: _____

By: _____

Title: Mayor of Knox County

Date: _____

COVERED ENTITY:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

Send copy of signed Agreement to:
ATTN: Privacy Officer
Knox County Risk Management
400 Main Street, Suite 345
Knoxville TN 37902

Designated Persons Appendix

Attachment D
Clarifications

Outlook

Re: [External]Re: [External]Re: Follow-up questions regarding RFP No. 3635

From Heather Whitehead <Heather.Whitehead@knoxcounty.org>
Date Thu 4/24/2025 1:06 PM
To Melissa Christopher <melissa@stellartherapy.com>
Cc Holly Christopher <holly@stellartherapy.com>

Great, thank you for clarifying.

Heather Whitehead, CPPB
Senior Procurement Analyst, Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, TN 37917
865-215-5774
Vendor Registration here.

KNOX COUNTY TENNESSEE

From: Melissa Christopher <melissa@stellartherapy.com>
Sent: Thursday, April 24, 2025 12:48 PM
To: Heather Whitehead <Heather.Whitehead@knoxcounty.org>
Cc: Holly Christopher <holly@stellartherapy.com>
Subject: [External]Re: [External]Re: Follow-up questions regarding RFP No. 3635

We have no exceptions to the terms and conditions or scope of work of RFP 3635. Thank you for taking the time to communicate with us.

Melissa Christopher
Owner, Stellar Therapy Services
(423) 417-8189 Direct Line
Coffee is my happy place.

On Thu, Apr 24, 2025 at 12:43 PM Heather Whitehead <Heather.Whitehead@knoxcounty.org> wrote:

> Hi Melissa,
>
> Thank you for the prompt reply. I noticed that your proposal omitted Section 7 (Exceptions). There is a note on the electronic version stating that the attachments are are included in the hard copy, which I found, but I have been unable to located Section 7 on any version.
>
> Did your organization have any exceptions to the terms/conditions and/or Scope of Work laid out in RFP No. 3635?

Thank you,

Heather Whitehead, CPPB
Senior Procurement Analyst, Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, TN 37917
865-215-5774
Vendor Registration here.

KNOX COUNTY TENNESSEE

From: Melissa Christopher <melissa@stellartherapy.com>
Sent: Tuesday, April 22, 2025 3:16 PM
To: Heather Whitehead <Heather.Whitehead@knoxcounty.org>
Cc: Elizabeth Ross <Elizabeth.Ross@knoxcounty.org>; Holly Christopher <holly@stellartherapy.com>
Subject: [External]Re: Follow-up questions regarding RFP No. 3635

For this RFP 3635 for staffing services, we would not file any insurance nor would we input student information into our systems. The student data would remain in Knox County Schools' system. Our therapists are accustomed to utilizing TN Pulse for IEP development, progress reports, and other functions. They would complete visit documentation and data collection in the method preferred by the district.

We do have an optional Medicaid reimbursement program available through an additional contract and we're happy to discuss it with you. It was not included as part of this RFP.
Do you have any additional questions?

Thank you!

Melissa Christopher
Owner, Stellar Therapy Services
(423) 417-8189 Direct Line
Coffee is my happy place.

On Tue, Apr 22, 2025 at 3:05 PM Heather Whitehead <Heather.Whitehead@knoxcounty.org> wrote:

> Good Afternoon,
>
> I have a few follow-up questions regarding the proposal your organization submitted in response to Knox County's RFP No. 3635 for Supplemental Staffing Services.
>
> Does your organization file insurance on KCS students and/or input KCS students' data in your systems? Or is all student data located in KCS systems and the clinical staffing companies only provide clinical staff with no KCS student data in their systems?

We may have a few more questions to follow, but wanted to get clarity on the points above before diving in deeper. Any feedback is very much appreciated.

Thank you,

Heather Whitehead, CPPB
Senior Procurement Analyst, Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, TN 37917
865-215-5774
Vendor Registration here.

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KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Contracts awarded for RFP 3635 for Supplemental Staffing Services
Stellar Therapy Services
ESS South Central, LLC
Amergis Healthcare Staffing, Inc

Cost to Knox County Schools

Not to exceed budgeted amount

Description and Type of Funding Source

General purpose or federal funds can be used

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17273 **R-25-6-204**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Online Subscription Agreement with The DBQ Project for a license to access DBQ's proprietary online educational Social Studies materials at a cost of $71,231.25 for the term of July 1, 2025 through June 30, 2026. **(DEFERRED FROM MAY AT REQUEST OF SPONSOR)**

(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ONLINE SUBSCRIPTION AGREEMENT WITH THE DBQ PROJECT FOR A LICENSE TO ACCESS DBQ'S PROPRIETARY ONLINE EDUCATIONAL SOCIAL STUDIES MATERIALS AT A COST OF $71,231.25 FOR THE TERM OF JULY 1, 2025 THROUGH JUNE 30, 2026.

RESOLUTION: **R-25-6-204**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into a DBQ Online Subscription Agreement with The DBQ Project for a license to access DBQ's proprietary online educational Social Studies materials; and

WHEREAS, the proposed DBQ Online Subscription Agreement is in the amount of $71,231.25 for the term of July 1, 2025 through June 30, 2026; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the Online Subscription Agreement with The DBQ Project. for said purpose.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The DBQ Online Subscription Agreement with The DBQ Project for a license to access DBQ's proprietary online educational Social Studies materials is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the DBQ Online Subscription Agreement with The DBQ Project for a license to access DBQ's proprietary online educational Social Studies materials shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
ACADEMIC SUPPORTS

Sarah Searles
Supervisor of Academic Resources

Candice Janco
Administrative Assistant

[865] 594-2975

MEMORANDUM

TO: Dr. Keith Wilson, Assistant Superintendent of Academics

FROM: Sarah Searles, Supervisor of Academic Resources

DATE: April 11, 2025

RE: Agenda Item for May 2025 Board of Education Meeting

Dear Dr. Wilson et al,

In cooperation with Ms. Katherine Shultz, Supervisor of Social Studies, I am writing to request that an item be added to the May 2025 Board of Education meeting agenda to approve the attached Online Subscription Agreement for The DBQ Project.

This agreement would allow us to continue subscribing to The DBQ Project, a curriculum product which we have purchased for several years and anticipate needing the ability to renew at least through the next Social Studies adoption in 2027. Many of our currently adopted Social Studies materials do not qualify as high quality instructional materials, because the most recent adoption cycle in that content area was conducted before our current state laws, policies, and practices around selection of HQIM. Adding The DBQ Project to our curricular offerings allows us to ensure our students K-12 have the opportunity to receive a high quality and rigorous instructional experience in their Social Studies classes.

We have spoken with Knox County Procurement and confirmed that purchases with The DBQ Project will fall under the publication code, and that they therefore do not need us to run an RFP for these online materials. The quoted price will be covered under the regular GP budget for textbooks and will not pose an unexpected funding impact to the district.

Respectfully submitted,

Sarah Culp Searles

Sarah Culp Searles

DBQ Online Subscription Agreement

This DBQ Online Subscription Agreement ("Agreement") is made and entered into by and between The DBQ Project, an Illinois corporation ("DBQ") and Knox County SD TN, a school/school district with offices at P.O. Box 2188 Knoxville TN 37901 ("Subscriber"), collectively "the Parties."

Subscriber desires to obtain a license to access DBQ Online educational materials ("DBQ Materials") and DBQ is willing to grant such license in accordance with the terms and conditions set forth below, the *DBQ Project Quote* or District Purchase Order, the ***DBQ Online Terms of Use***, and the ***DBQ Online Privacy Policy***.

1. Primary Terms

1.1 License. This Agreement is to provide a License to Subscriber for DBQ Materials.

1.2 License Fee. Subscriber agrees to pay an annual license fee in the amount of $71,231.25. The pricing fee is based on the agreed upon in the DBQ Project Quote or District Purchase Order which reflects the schools included in the subscription. This is for year 4 of a 5 year Subscription which began July 1, 2022. Payment shall be due within 30 days of the execution of this Agreement.

1.3 Term. This Agreement shall commence on July 1, 2025 and expire on July 1, 2026 ("Term"). The Term may be renewed by a written instrument signed by each Party.

2. License

2.1 License. DBQ grants to Subscriber, and its authorized educators, administrators, and students enrolled in the schools as part of this license ("Authorized Users"), a limited, non-transferable, non-sub licensable, non-exclusive right and license to the DBQ Materials on DBQ Online at www.dbqonline.com for the duration of the Term. The specific content available for Authorized Users is detailed in the DBQ Project Quote or District Purchase Order. Authorized Users will be issued logins and passwords. Subscriber shall not knowingly permit anyone to share logins or passwords and will use reasonable efforts to ensure that Authorized Users do not divulge their logins and passwords to any third party.

2.2 Availability of Materials. Upon the start of the Term, DBQ shall make DBQ materials available to Subscriber and Authorized Users. At the end of the Term, Subscriber and Authorized User will no longer have access to the DBQ Materials.

2.3 IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Subscriber to DBQ. The use of proxy servers, such as parents' home computers, is permitted as long as any proxy server IP addresses provided limit the remote access to Authorized Users only.

2.4 Authorized Uses. Subscriber and Authorized Users may make use of the DBQ Materials solely as educational materials and in compliance with this Agreement and not for any commercial purposes. Subscriber is responsible for the use of the DBQ Materials of its Authorized Users.

2.5 Protection from Unauthorized Use. Subscriber shall use reasonable efforts to protect the DBQ Materials from any use that is not permitted under this Agreement and agrees to cooperate with DBQ's security team. In the event of any unauthorized use of the DBQ Materials by an Authorized User, (a) DBQ may terminate such offending Authorized User's access to the DBQ Materials, (b) DBQ may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Subscriber shall terminate such Authorized User's access to the DBQ Materials upon DBQ's request.

3. License Fee

3.1 License Fee. The License Fee is set forth in 1.2 of this Agreement.

3.2 Additional Schools. If Subscriber wishes, at any time during the term of this Agreement, to add school(s) to this Agreement, Subscriber and DBQ will execute a *DBQ Subscription Addendum* which will include any additional fees and which will, when executed, become a part of this Agreement.

3.3 Tax Exemption. If Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes, Subscriber will furnish DBQ with copies of all relevant certificates demonstrating such tax-exempt status within 30 days of the execution hereof.

3.4 Refunds. In the event of an early termination or cancellation by Subscriber, no refunds will be allowed for 1-year contracts or multi-year contracts that are paid in full.

4. Term and Termination

4.1 Term. The Term is set forth in 1.3 of this Agreement.

4.2 Termination for Breach. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if DBQ believes that Subscriber has exceeded the scope of the License, such party shall notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that the breach has been cured. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Upon Termination of this Agreement for cause, online access to the DBQ Materials by Subscriber and Authorized Users shall be terminated.

5. Copyright

5.1 Copyright Notice. Subscriber acknowledges that the DBQ Materials constitute copyrighted intellectual property of DBQ and are to be used solely by Subscriber, and Authorized Users, for internal classroom study only. Under no circumstance shall the DBQ Materials be disclosed to any other party, in any form, whether in print, video, social media, internet or any other written or digital form or used for any commercial purpose including but not limited to the sale of the DBQ Materials, fee-for-service use of the DBQ Materials, or bulk reproduction or distribution of the DBQ Materials in any form; nor may Subscriber impose special charges on Authorized Users for use of the DBQ Materials beyond reasonable printing or administrative costs. In the event Subscriber wishes to reproduce or copy the DBQ Materials in any form, Subscriber shall purchase DBQ Print Binders and follow DBQ print copyright policies.

5.2 Prohibited Use of Materials. Neither Subscriber nor any Authorized User may use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any DBQ Materials, including but not limited to student homework and test questions, in any form, format or media or by means of any technology, including to but not limited to homework sites, educational sharing groups, mail lists, electronic bulletin boards, newsgroups, content aggregators, file storage services or any other online destination, without obtaining the prior written authorization of DBQ. Subscriber shall not modify, manipu late, or create a derivative work of the DBQ Materials without the prior written permission from DBQ.

5.3 Removal of Copyright Notice. Subscriber may not remove, obscure, or modify any copyright or other notices included in the DBQ Materials.

5.4 Notice to Users. Subscriber shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the DBQ Materials. Subscriber shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of DBQ in the DBQ Materials. Subscriber shall promptly notify DBQ of any infringement that comes to Subscriber's attention and take appropriate steps to avoid its recurrence.

6. Training/Support/Up-Time.

6.1 Training and Support. DBQ will offer installation support, including assisting with the implementation of any DBQ software. DBQ will provide appropriate training to Subscriber's staff relating to the use of the DBQ Materials. DBQ will offer reasonable levels of continuing support to assist Subscriber and Authorized Users in use of the DBQ Materials. DBQ will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

6.2 Quality of Service. DBQ shall use reasonable efforts to ensure that DBQ's server or servers have sufficient capacity and rate of connectivity to provide the Subscriber and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Subscriber's locale.

6.3 Up-Time. DBQ shall use reasonable efforts to provide continuous service Monday through Friday between 6 a.m. and 6 p.m. US Central Time, with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional DBQ Materials as they become available. DBQ is not responsible for downtime related to the failure of equipment or services outside the control of DBQ, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Subscriber and its Authorized Users.

6.4 Subscriber Remedy. If access to the DBQ Materials fails, Subscriber shall immediately notify DBQ and DBQ shall promptly use reasonable efforts to restore access to the DBQ Materials as soon as possible. In the event that the failure is not due equipment or services outside of the control of DBQ, if DBQ fails to repair the nonconformity in a reasonable time, DBQ shall reimburse Subscriber in an amount that the nonconformity is proportional to the total Fees owed by Subscriber under this Agreement. Refund of fees is the only remedy to which Subscriber is entitled.

7. Update of Materials.

7.1 Changes to DBQ Materials. Subscriber understands that from time to time the DBQ Materials may be added to, modified, or deleted from by DBQ and/or that portions of the DBQ Materials may migrate to other formats.

7.2 Completeness of Content. DBQ shall use reasonable efforts to ensure that the online content is at least equivalent to print versions of the DBQ Materials, and that such versions represent complete, faithful and timely replications of the print versions of such Materials. Moreover, DBQ agrees to cooperate with Subscriber to identify and correct errors or omissions.

7.3 Continued Training. DBQ will provide regular system and project updates to Subscriber as they become available. DBQ will provide additional training to Subscriber staff made necessary by any updates or modifications to the DBQ Materials or any DBQ software.

8. Warranty and Indemnification

8.1 Warranty. Subject to the Limitations set forth elsewhere in this Agreement, DBQ warrants that it has the right to license the rights granted under this Agreement to use DBQ Materials, that it has obtained any and all necessary permissions from third parties to license the DBQ Materials, and that use of the DBQ Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. DBQ warrants that the physical medium, if any, on which the DBQ Materials is provided to Subscriber will be free from defects for a period of ninety (90) days from delivery.

8.2 Limitation on Warranty. Notwithstanding anything else in this Agreement, DBQ makes no representation or warranty, and expressly disclaims any liability with respect to the content of any DBQ Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trade mark rights, moral rights, or the disclosure of confidential information. None of DBQ Online, its affiliates, subsidiaries, or its or their officers, directors, employees or agents (collectively the "DBQ ONLINE PARTIES") endorse any teacher, student, teacher generated content, or performance data submitted through the services. You acknowledge that the services merely act as a platform that allows students to complete the reading assignments provided by their teachers. None of the DBQ ONLINE PARTIES is a party to or has any responsibility or liability with respect to any results caused by using the site or the services. We expressly disclaim any and all liability in connection with the foregoing.

Except for the express warranties stated herein, the DBQ Materials are provided on an "as is" basis, and DBQ disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the DBQ Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. DBQ makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. DBQ further expressly disclaims any warranty or representation to Subscriber, Authorized Users, or to any third party. In the event of any defects in the delivery or access to the DBQ Materials, DBQ's sole obligation shall be to cure any software defects in the online platform or, if unable to do so, so return a proportional amount of the Fees paid for the applicable student semester.

None of the DBQ ONLINE PARTIES shall be liable for any damages to, or viruses that may infect an Authorized User's computer equipment or other property on account of the Authorized User's access to or use of the site or the services. An Authorized User's use of DBQ Online is entirely at their own risk.

8.3 Damage Limitation. In no event shall DBQ be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of revenue, arising out of the use of or the inability to use the DBQ Materials. Except for the DBQ Indemnification set forth in 8.4.1 of this Agreement and any claim related to a failure to pay fees, to the maximum extent permitted by applicable law, the maximum total liability of either party for any performance or non-performance under this agreement shall be limited to the fees paid by Subscriber in a 12-month period.

8.4 Indemnification.

8.4.1 DBQ Indemnification. DBQ shall indemnify and hold Subscriber and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the DBQ Materials by the Subscriber or any Authorized User except if the infringement was caused by the Subscriber or Authorized User's misuse of the DBQ Materials or DBQ Online.

8.4.2 Mutual Indemnification. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this

8.4.3 Agreement, provided that the indemnifying party is promptly notified of any such claims. Defense. The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

9. General Contract Terms

9.1 Entire Agreement. This Agreement, the *DBQ Project Quote* or District Purchase Order, *DBQ Online Terms of Use*, the *DBQ Online Privacy Policy* and any executed *DBQ Online Subscription Addendum* (provided upon request) collectively constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the license to use the DBQ Materials, whether oral or written. As required by state law, the district will post this Agreement on its website.

9.2 Amendments/Assignments. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by the Parties. The Subscriber cannot assign its rights or responsibilities under this Agreement to another party without the prior written consent of DBQ.

9.3 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook, Illinois, or the federal district court for the Northern District of Illinois. DBQ shall be entitled to seek injunctive relief, or other equitable remedies, without the requirement to post a bond, from any court of competent jurisdiction.

9.4 Dispute Resolution. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

9.4.1 Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice.

9.4.2 Legal Recourse. If the dispute is not resolved within thirty (30) calendar days after such meeting, then all disputes arising out of or relating to this Agreement shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Chicago, Illinois, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally bear the cost of the arbitration, except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration, as determined by the arbitrator.

9.5 Notice. All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. All notices sent to Subscriber will be mailed to the address provided under the signature line of this Agreement. Notices to DBQ must be sent to **The DBQ Company, 1234 Sherman Avenue, Evanston, IL 60202, Attn: President**. Either party may from time to time change its Notice Address by written notice to the other party.

9.6 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder, except payment of fees, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

9.7 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.8 Waiver. The waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

9.9 Effective Date. The Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

Intending to be bound, the undersigned, being authorized parties, confirm their acceptance of this Agreement by signing below.

Name of School/District Representative

By: _____
Signature Required

Title: Supervisor of Academic Resources

Printed Name: Sarah Searles

Date: _____

400 W. Summit Hill Dr. SW
Street address for school/district

Knoxville, TN 37902
City, State, Zip

The DBQ Project

By: _____

Title: _____

Printed Name:
_____

Date: _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of May, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: _____

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

BILL TO
Attn: Accounts Payable
Knox County Schools
P.O. Box 2188
Knoxville TN 37901
United States

SHIP TO
Attn: Katherine Shultz
KCS Textbook Warehouse
1000 N Central Street, #8
Knoxville TN 37917
United States

Regional Rep	Sites	Current Subscription End Date	Quote Type
Imali Kent	District-wide (Year 4 of 5YR, paying annually)	3/24/2025	POSSIBLE - Expansion

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
NOTES	DBQ Online Access - Year 4 (2025-2026 SY) of 5YR Subscription (2022-2027) - Paying Annually		1	$0.00	$0.00
NOTES	Online Access 1yr for 49 Elementary Schools 2 titles @ $375 each per school		1	$0.00	$0.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
Online binder 1 year	49 Elementary Schools	Elementary : Elementary Mini-Qs V1	49	$375.00	$18,375.00
Online binder 1 year	**49 Elementary Schools**	**Elementary : Elementary Mini-Qs V2**	**49**	**$375.00**	**$18,375.00**
NOTES	Online Access 1yr for 17 Middle Schools 3 titles @ $375 each per school 1 title @ $400 per school		1	$0.00	$0.00
Online binder 1 year	**17 Middle Schools**	**US History : US History Mini-Qs V1**	17	**$375.00**	**$6,375.00**
Online binder 1 year	17 Middle Schools	World History : World History Mini-Qs V1	17	$375.00	$6,375.00
Online binder 1 year	**17 Middle Schools**	**World History : World History Mini-Qs V2**	17	**$375.00**	**$6,375.00**
Online binder 1 year	17 Middle Schools	US History : US History Mini-Qs NEW V1	17	$400.00	$6,800.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
NOTES	Online Access 1yr for 17 High Schools 4 titles @ $375 each per school 1 title @ $400 per school Plus 1 FREE title		1	$0.00	$0.00
Online binder 1 year	17 High Schools	US History : US History Mini-Qs V2	17	$375.00	$6,375.00
Online binder 1 year	17 High Schools	World History : World History Mini-Qs V3	17	$375.00	$6,375.00
Online binder 1 year	17 High Schools	Civics : Civics Mini Qs	17	$375.00	$6,375.00
Online binder 1 year	17 High Schools	Economics : Economics Mini-Qs	17	$375.00	$6,375.00
Online binder 1 year	17 High School	US History : US History Mini-Qs NEW V2	17	$400.00	$6,800.00
Online binder 1 year	17 High School FREE TITLE	World History : World History Mini-Qs NEW V3	17	$0.00	$0.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

ITEM	Site Info	Title	QUANTITY	RATE	AMOUNT
Online binder 1 year	25% Discount for 5-year Subscription	25% discount	1	($23,743.75)	($23,743.75)
NOTES	**3 Alternative schools included at no cost** KAEC - MIni-Qs in Elementary V1, Elementary V2, US History V1, US History V2, World History V1, World History V2, World History V3, Civics, Economics Ridgedale - Mini-Qs in Elementary V1, Elementary V2, US History V1, World History V1, World History V2 Richard Yoakley - Mini-Qs in World History V3, US History V2, Civics, Economics		1	$0.00	$0.00
NOTES	Subscription Dates for Year 4 Start Date: September 1, 2025 End Date: September 1, 2026		1	$0.00	$0.00

QUOTE

The DBQ Company
1234 Sherman Ave
Suite 100
Evanston IL 60202
United States

info@dbqproject.com

DATE:
3/24/2025
ESTIMATE #:
3461

SUBTOTAL	$71,231.25
TAX	$0.00
TOTAL	$71,231.25

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve online subscription agreement for The DBQ Project

Cost to Knox County Schools

$71,231.25

Description and Type of Funding Source

GP Budget for FY26

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17377 **R-25-6-205**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of funds from the Tennessee Department of Education for Fiscal Year 2026 Federal Title I-A, Title I-D, Title I-N, Title II-A, Title III, and Title IV in the amount of $18,857,717.40.
(Schools)

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE TENNESSEE DEPARTMENT OF EDUCATION FOR FISCAL YEAR 2026 FEDERAL TITLE I-A, TITLE I-D, TITLE I-N, TITLE II-A, TITLE III, AND TITLE IV IN THE AMOUNT OF $18,857,717.40.

RESOLUTION: R-25-6-205

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools submitted the Consolidated Grant Application for federal funds under Title I-A, Title I-D, Title I-N, Title II-A, Title III, and Title IV from the Tennessee Department of Education for Fiscal Year 2026; and

WHEREAS, Knox County Schools has received notice that its total allocation for all six (6) Titles is $18,857,717.40; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the grant application and receipt of federal funds for Title I-A, Title I-D, Title I-N, Title II-A, Title III, and Title IV from the Tennessee Department of Education for Fiscal Year 2026.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of Title I-A, Title I -D, Title I-N, Title II-A, Title III, and Title IV federal funding from the Tennessee Department of Education in the total amount of $18,857,717.40 for Fiscal Year 2026.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the funding by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KCS | DR. JON RYSEWYK
Superintendent

KNOX COUNTY SCHOOLS

TO: Dr. Jon Rysewyk, Superintendent

FROM: Cheryl Martin, Director Federal Programs

DATE: May 12, 2025

RE: Fiscal Year 2026 Federal Funds Budget

Knox County Schools has received its FY26 *preliminary planning allocation* for Title I-A, Title I-N, Title I-D, Title II-A, Title III, and Title IV from the Tennessee Department of Educations (TDOE).

Title I-A has been allocated $14,839,842.98. We propose to continue our investment in regular instruction (i.e. teachers, social workers, guidance counselors, intervention teachers, teaching assistants, tutors), regular instructional supplies and materials (supplemental materials), and instructional support services (i.e. coaches, assistant principals, administrative assistants, professional development). We will also provide equitable services to private schools, which are required by law.

Title I-D has been allocated $112,023.86. Title I-N has been allocated $104,090.98. The purpose of Title I-D and Title I-N is to serve delinquent and/or neglected children in local institutions. FY26, we will support 3 facilities that serve neglected students and 1 facility that serve delinquent students. The services provided include drop-out prevention and allow for successful transitions from institutionalization to further schooling or employment.

Title II-A has been allocated $2,097,902.70. At this time, we will continue our investment in instructional support services (i.e. content facilitators). We will also provide equitable services to private schools, which are required by law.

Title III has been allocated $576,207.05. We propose to continue our investment in instructional materials and supplies (Imagine Learning, Benchmark Express, Flashlight 360) and instructional support services which have an administrative assistant, a system wide ELL instructional coach, and professional development. We will also provide equitable services to private schools, which are required by law.

Title IV has been allocated $1,127,649.83. We propose to continue our investment to student support services aligned to required categories: Safe and Healthy (a trauma informed specialist to provide services to students who may have been exposed to adverse childhood experiences, as well as contracted services to provide students with access to mental health services through a community agency partnership); Well Rounded Educational Opportunity (fee waivers to reduce disparities in educational outcomes for students to access advance placement coursework, restorative intervention supports, and personnel to help schools plan, implement, and communicate around advanced academic and industry opportunities); Effective Use of Technology (instruction for improving the academic achievement, growth, and digital literacy of students). We will also provide equitable services to private schools, which are required by law.

Budget Overview

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Title I, Part A

Indirect Cost Guide	
Total Allocation	$14,839,842.98
Existing Budget In Categories Not Eligible for Indirect Cost	$23,722.49
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$14,816,120.49
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$14,288,861.51
Max Indirect Cost	$527,258.98

Filter by Location: All - $14,839,842.98

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	99100 - Transfers Out	Total
105 - Supervisor / Director			589,411.17	0.00		589,411.17
116 - Teachers	2,436,710.55					2,436,710.55
123 - Guidance Personnel		369,850.89				369,850.89
130 - Social Workers		108,398.48				108,398.48
161 - Secretary(s)		48,891.59	0.00			48,891.59
163 - Educational Assistants	1,313,632.60		0.00			1,313,632.60
172 - Instructional Coaches			1,741,124.62			1,741,124.62
189 - Other Salaries & Wages	216,321.58	2,511,347.77	396,868.43	0.00		3,124,537.78
195 - Certified Substitute Teachers	177,328.44		0.00			177,328.44
201 - Social Security	308,432.09	226,365.21	201,794.80	0.00		736,592.10
204 - Pensions	292,378.65	217,126.21	196,093.82	0.00		705,598.68
206 - Life Insurance	4,371.32	2,335.50	1,636.00	0.00		8,342.82
207 - Medical Insurance	537,536.31	406,439.03	242,170.69	0.00		1,186,146.03
208 - Dental Insurance	2,453.00	1,496.00	1,380.00	0.00		5,329.00
211 - Local Retirement	23,244.00	9,256.00	14,127.28	0.00		46,627.28
315 - Contracts with Vehicle Owners				11,853.12		11,853.12
399 - Other Contracted Services	177,346.84	120,000.00	114,212.00	0.00		411,558.84
429 - Instructional Supplies & Materials	869,111.43					869,111.43
499 - Other Supplies and Materials	41.56	136,500.14	3,000.00	0.00		139,541.70
504 - Indirect Cost					526,644.72	526,644.72
524 - In-Service / Staff Development		0.00	175,647.84	0.00		175,647.84
599 - Other Charges	2,100.00	81,140.81	0.00	0.00		83,240.81
722 - Regular Instruction Equipment	22,222.49					22,222.49
790 - Other Equipment		0.00	1,500.00			1,500.00

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	99100 - Transfers Out	Total
Total	6,383,230.86	4,239,147.63	3,678,966.65	11,853.12	526,644.72	14,839,842.98
					Adjusted Allocation	14,839,842.98
					Remaining	0.00

Budget Overview

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Title I, Part A-Neglected

Indirect Cost Guide	
Total Allocation	$104,090.98
Existing Budget In Categories Not Eligible for Indirect Cost	$9,757.15
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$94,333.83
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$90,976.79
Max Indirect Cost	$3,357.04

Filter by Location: All - $104,090.98

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
189 - Other Salaries & Wages	27,840.00	0.00	0.00		27,840.00
201 - Social Security	2,129.76	0.00	0.00		2,129.76
399 - Other Contracted Services	16,871.52	0.00	0.00		16,871.52
429 - Instructional Supplies & Materials	31,425.90				31,425.90
499 - Other Supplies and Materials	0.00	1,040.91	0.00		1,040.91
504 - Indirect Cost				3,357.04	3,357.04
524 - In-Service / Staff Development		0.00	8,868.70		8,868.70
599 - Other Charges	2,800.00	0.00	0.00		2,800.00
722 - Regular Instruction Equipment	9,757.15				9,757.15
Total	90,824.33	1,040.91	8,868.70	3,357.04	104,090.98
				Adjusted Allocation	104,090.98
				Remaining	0.00

Budget Overview

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Title I, Part D LEA

Indirect Cost Guide	
Total Allocation	$112,023.86
Existing Budget In Categories Not Eligible for Indirect Cost	$3,500.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$108,523.86
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$104,661.84
Max Indirect Cost	$3,862.02

Filter by Location: All - $112,023.86

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
189 - Other Salaries & Wages	0.00	32,130.00	0.00		32,130.00
201 - Social Security	0.00	2,457.95	0.00		2,457.95
399 - Other Contracted Services	45,000.00	0.00	0.00		45,000.00
429 - Instructional Supplies & Materials	16,953.66				16,953.66
499 - Other Supplies and Materials	0.00	1,120.23	0.00		1,120.23
504 - Indirect Cost				3,862.02	3,862.02
524 - In-Service / Staff Development		0.00	7,000.00		7,000.00
722 - Regular Instruction Equipment	3,500.00				3,500.00
Total	65,453.66	35,708.18	7,000.00	3,862.02	112,023.86
				Adjusted Allocation	112,023.86
				Remaining	0.00

Budget Overview

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Title II, Part A

Indirect Cost Guide	
Total Allocation	$2,097,902.70
Existing Budget In Categories Not Eligible for Indirect Cost	$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$2,097,902.70
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$2,023,244.97
Max Indirect Cost	$74,657.73

Filter by Location: All - $2,097,902.70

Account Number 72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
Line Item Number		
189 - Other Salaries & Wages	1,391,479.83	1,391,479.83
201 - Social Security	106,448.21	106,448.21
204 - Pensions	114,797.09	114,797.09
206 - Life Insurance	892.50	892.50
207 - Medical Insurance	198,954.00	198,954.00
208 - Dental Insurance	816.00	816.00
504 - Indirect Cost	59,981.34	59,981.34
524 - In-Service / Staff Development	224,533.73	224,533.73
Total	2,037,921.36	59,981.34	2,097,902.70
	Adjusted Allocation	2,097,902.70
	Remaining	0.00

Budget Overview

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Title III

Indirect Cost Guide	
Total Allocation	$576,207.05
Existing Budget In Categories Not Eligible for Indirect Cost	$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$576,207.05
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$555,701.66
Max Indirect Cost	$20,505.39

Filter by Location: All - $576,207.05

Account Number / Line Item Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
162 - Clerical Personnel	0.00	44,943.75		44,943.75
172 - Instructional Coaches		87,125.03		87,125.03
189 - Other Salaries & Wages	6,591.30	12,500.00		19,091.30
201 - Social Security	546.00	11,059.51		11,605.51
204 - Pensions	0.00	8,219.06		8,219.06
206 - Life Insurance	0.00	102.00		102.00
207 - Medical Insurance	0.00	13,500.00		13,500.00
208 - Dental Insurance	0.00	48.00		48.00
211 - Local Retirement	0.00	2,628.00		2,628.00
429 - Instructional Supplies & Materials	355,443.40			355,443.40
504 - Indirect Cost			11,500.00	11,500.00
524 - In-Service / Staff Development		22,001.00		22,001.00
Total	362,580.70	202,126.35	11,500.00	576,207.05
			Adjusted Allocation	576,207.05
			Remaining	0.00

Budget Overview

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Title IV

Indirect Cost Guide	
Total Allocation	$1,127,649.83
Existing Budget In Categories Not Eligible for Indirect Cost	$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$1,127,649.83
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$1,087,520.33
Max Indirect Cost	$40,129.50

Filter by Location: All - $1,127,649.83

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
124 - Psychological Personnel		3,057.06			3,057.06
189 - Other Salaries & Wages	40,618.72	529,196.43	6,000.00		575,815.15
201 - Social Security	3,107.33	40,833.45	459.00		44,399.78
204 - Pensions	0.00	29,360.11	480.00		29,840.11
206 - Life Insurance	51.00	357.00	0.00		408.00
207 - Medical Insurance	7,855.20	71,628.49	0.00		79,483.69
208 - Dental Insurance	48.00	288.00	0.00		336.00
211 - Local Retirement	2,185.50	11,703.21	0.00		13,888.71
399 - Other Contracted Services	0.00	201,163.56	500.00		201,663.56
499 - Other Supplies and Materials	79,332.14	1,259.22	1,338.37		81,929.73
504 - Indirect Cost				22,500.00	22,500.00
524 - In-Service / Staff Development		0.00	22,628.04		22,628.04
535 - Fee Waivers	10,000.00				10,000.00
599 - Other Charges	41,700.00	0.00	0.00		41,700.00
Total	184,897.89	888,846.53	31,405.41	22,500.00	1,127,649.83
				Adjusted Allocation	1,127,649.83
				Remaining	0.00

ESEA Assurances

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Assurances

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Applies to All ESEA Programs Included in this Application

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for ESEA, including those outlined below.**

1.	Use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds paid to that agency under each program. Reference CMIA 7211R rule
2.	Keep such records, and provide such information to the State, as may be reasonably required for fiscal audit, data reporting, and program evaluation.
3.	Ensure all salaries are paid from project funds according to LEA rates. State/CONUS travel rates are to be used for project travel expenses. Adequate travel logs, as well as other necessary information, must be maintained to support expenditures.
4.	Charge amounts for personnel services that are based on payrolls documented and approved in accordance with the generally accepted practice of the LEA. Payrolls must be supported by time and attendance or equivalent records for individual employees. Salaries and wages of employees chargeable to more than one grant program or cost objective, if applicable, must be supported by appropriate time distribution records.
5.	Use these funds to supplement, and not supplant, the funds that would be made available in the absence of such federal funds, from non-federal sources and not supplant such funds.
6.	Maintain control of program funds and adhere to allowability procedures for goods and services acquired with federal funds. The LEA shall retain all titles to property acquired with those funds, including equipment placed in private schools pursuant to Section 8501.
7.	Recognize that state approval of an application does not relieve the LEA of its responsibility to comply with all applicable program and fiscal requirements.
8.	Comply with federal civil rights laws. The Office for Civil Rights enforces several federal civil rights laws that prohibit discrimination in programs or activities that receive federal financial assistance from the Department of Education. Discrimination on the basis of race, color, and national origin is prohibited by Title VI of the Civil Rights Act of 1964 ; sex discrimination is prohibited by Title IX of the Education Amendments of 1972; discrimination on the basis of disability is prohibited by Section 504 of the Rehabilitation Act of 1973; and age discrimination is prohibited by the Age Discrimination Act of 1975. These civil rights laws enforced by OCR extend to all state education agencies, elementary and secondary school systems, colleges and universities, vocational schools, proprietary schools, state vocational rehabilitation agencies, libraries, and museums that receive U.S. Department of Education funds. Areas covered may include, but are not limited to: admissions, recruitment, financial aid, academic programs, student treatment and services, counseling and guidance, discipline, classroom assignment, grading, vocational education, recreation, physical education, athletics, housing, and employment. OCR also has responsibilities under Title II of the Americans with Disabilities Act of 1990, including prohibiting disability discrimination by public entities, whether or not they receive federal financial assistance
9.	Comply with Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. (http://www.eeoc.gov/laws/statutes/titlevii.cfm)
10.	Maintain fiscal effort in accordance with section 8521.
11.	Comply with section 8501 regarding participation by private school children and teachers.
12.	Educational Rights and Privacy for Parents and Students
	The Board of Education will comply with all the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g), as added by the Family Educational Rights and Privacy Act of 1974 (section 513 of Public Law 93-380; 88 Stat. 571).
13.	Termination of Employment and Unpaid Leave. Upon termination, any leave balance paid to a federally funded employee above the amount of leave earned in the current grant year shall NOT be paid from federal funds as detailed in 2 CFR 200.431 (b)(3).
14.	Certification Regarding Constitutionally Protected Prayer in Public Elementary and Secondary Schools. In order to receive funds under the ESEA as amended by the ESSA, an LEA must certify in writing to the state that no policy of the LEA prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools as set forth in Section 8524. Certification must be provided to the state by October 1 of each year during which the LEA participates in an ESEA program.
15.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. As required by the Department of Education regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 2 CFR Part 180, the LEA must meet the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1.	By acknowledging these assurances, the LEA is providing the certification set out below.
2.	The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3.	The LEA agrees by submitting this proposal that it will exclude a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
4.	The LEA further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5.	The LEA in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the LEA knows the certification is erroneous. Each participant may, but is not required to, check the Nonprocurement List.
6.	The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
7.	Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8.	The certification in this clause is a material representation of fact by the LEA upon which reliance was placed when this transaction was entered into. If it is later determined that the LEA knowingly rendered an erroneous certification, or if an LEA in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

The LEA certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Equity for Students, Teachers, and Other Program Beneficiaries

Section 427 of the General Education Provision Act (20 U.S.C. 1228a) requires LEAs to describe in their applications the steps they propose to take in order to ensure access to education and promote educational excellence by:

"(1) ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in any project or activity carried out under an applicable program; and

(2) promoting the ability of such students, teachers, and beneficiaries to meet high standards."

Therefore, the LEA will ensure equitable participation in all local-level programs by students, teachers, and other beneficiaries with special needs through the following activities:

1. ensuring that all training for teachers and others who will conduct parental involvement activities is accessible to all participants and includes strategies for increasing access to the school and its activities for all parents regardless of disability or language spoken.

2. including accessibility guidelines as part of the criteria for effective professional development activities provided throughout the LEA as well as by federal programs.

3. using the LEA computer network to disseminate information to all constituents.

4. providing technical assistance through on-site visits to verify that equitable practices are being followed by schools.

5. including written statements in communications that advertise LEA-level activities to ensure that all necessary accommodations are made for equitable participation by constituents.

6. maintaining special task forces to formulate policy for coordination of programs to ensure equitable access of all student populations, including disadvantaged students, students with disabilities, students with emerging English skills, migrant students, homeless, neglected, or delinquent students, and others.

7. implementing other activities as appropriate.

OCR Assurances

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Assurances

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable under Office of Civil Rights (OCR), including those outlined below.**

1.	Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance;
2.	Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; and
3.	Title II of the Americans with Disabilities Act which prohibits discrimination on the basis of disability in the benefits of services, programs or activities of a public entity and Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in all programs or activities that receive federal financial assistance.
4.	The Age Discrimination Act of 1975 which prohibits discrimination on the basis of age in all programs and activities that receive federal financial assistance.
5.	All rules and regulations issued by the Tennessee Department of Education, Tennessee State Board of Education, and U.S. Department of Education under any of these statutes.

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Assurances

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for OMB Single Audit, including those outlined below.**

Part 6 - Internal Control	
As a condition of receiving federal awards, non-federal entities agree to comply with laws, regulations, and the provisions of contract and grant agreements and to maintain internal control to provide reasonable assurance of compliance with these requirements. Non-federal entities and their auditors will need to exercise judgment in determining the most appropriate and cost effective internal control in a given environment or circumstance to provide reasonable assurance for compliance with federal program requirements.	
The Control Environment is the foundation for all other components of internal control, including the following:	
	Part 6 characteristics of internal control relating to each of the five components of internal control that should reasonably assure compliance with the requirements of federal laws, regulations, and program compliance requirements. A description of the components of internal control and examples of characteristics common to the 14 types of compliance requirements are listed below. Objectives of internal control and examples of characteristics specific to each of 13 of the 14 types of compliance requirements follow this introduction. (Because Special Tests and Provisions are unique for each program, we could not provide specific control objectives and characteristics for this type of compliance requirement.)
1.	A sense of conducting operations ethically is evidenced by a code of conduct or other verbal or written directive.
2.	If there is a governing Board, the Board has established an Audit Committee or equivalent that is responsible for engaging the auditor, receiving all reports and communications from the auditor, and ensuring that audit findings and recommendations are adequately addressed.
3.	Management positively responds to prior questioned costs and control recommendation.
4.	Management respects and adheres to program compliance requirements.
5.	Key managers' responsibilities clearly defined.
6.	Key managers have adequate knowledge and experience to discharge their responsibilities.
7.	Staff are knowledgeable about compliance requirements and being given responsibility to communicate all instances of noncompliance to management.
8.	Management's commitment to competence ensures that staff receive adequate training to perform their duties.
9.	Management support of adequately collects information via a reporting system.
Risk Assessment is the entity's identification and analysis of risks relevant to achievement of its objectives, forming a basis for determining how the risks should be managed.	
1.	Program managers and staff understand and have identified key compliance objectives.
2.	Organizational structure provides identification of risks of noncompliance: - Key managers have been given responsibility to identify and communicate changes (including alleged fraud, waste, or abuse). - Employees who require close supervision (e.g. inexperienced) are identified. - Management has identified and assessed complex operations, programs, or projects. - Management is aware of results of monitoring, audits, and reviews, and considers related risk of noncompliance.
3.	Process established to implement changes in program objectives and procedures.
Control Activities are the policies and procedures that help ensure that management's directives are carried out.	
1.	Operating policies and procedures are clearly written, and communicated, and followed.
2.	Procedures are in place to implement changes in laws, regulations, guidance, and funding agreements affecting federal awards.
3.	Management has a procedure to prohibit overriding established controls.
4.	Adequate segregation of duties provided between performance, review, and recordkeeping of a task.
5.	Computer and program controls should include: -Data entry controls, e.g., edit checks. -Exception reporting. -Access controls. -Reviews of input and output data. -Computer general controls and security controls (including protecting personally identifiable information).
6.	Supervision of employees commensurate with their level of competence.
7.	Personnel with adequate knowledge and experience to discharge responsibilities.
8.	Equipment, inventories, cash, and other assets are secured physically and periodically inventoried (at least once every two years) and compared to recorded amounts.

9.	If there is a governing Board, the Board conducts regular meetings where financial information is reviewed and the results of program activities and accomplishments are discussed. Written documentation is maintained of the matters addressed at such meetings.
Information and Communication are the identification, capture, and exchange of information in a form and time frame that enable people to carry out their responsibilities.	
1.	The accounting system provides for separate identification of federal and non-federal transactions and allocation of transactions applicable to both.
2.	Adequate source documentation exists to support amounts and items reported.

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Assurances

☑ *** The local educational agency (LEA) hereby assures the state educational agency (SEA) that the LEA follows all regulations applicable for Single Audit, including those outlined below. All regulations in Uniform Grant Guidance (UGG), including those outlined below in instances where revisions to guidance occurs, the LEA assures it will follow all current regulations.**

The LEA accepts that this award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR part 200 as revised at 89 FR 30136-30208 (April 22, 2024).

GRANTS AND AGREEMENTS [2 CFR 1.100]	
§200.1	Internal Controls.
	Internal controls means a process, implemented by a LEA, designed and implemented to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external use; and (c) Compliance with applicable laws and regulations.
§200.62	Internal Control Over Compliance Requirements for Federal Awards
	Internal control over compliance requirements for federal awards means a process implemented by a LEA designed to provide reasonable assurance regarding the achievement of the following objectives for federal awards: (a) Transactions are properly recorded and accounted for, in order to: (1) Permit the preparation of reliable financial statements and Federal reports; (2) Maintain accountability over assets; and (3) Demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award; (b) Transactions are executed in compliance with: (1) Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal program; and (2) Any other Federal statutes and regulations that are identified in the Compliance Supplement; and (c) Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.
§200.201	Use of Grant Agreements (Including Fixed-Amount Awards), Cooperative Agreements, and Contracts
	(3) The LEA must certify in writing to the federal awarding agency or pass-through entity at the end of the federal award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the federal award must be adjusted.
§200.302	Financial Management
	(b)(4) Effective control over, and accountability for, all funds, property, and other assets. The LEA must adequately safeguard all assets and assure that they are used solely for authorized purposes. See § 200.303 Internal Controls.
§200.303	Internal Controls
	The LEA must: (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the LEA is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls shall comply with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
§200.305	Payment
	(b)(6) A payment must not be made to a LEA for amounts that are withheld by the LEA from payment to contractors to assure satisfactory completion of work. A payment must be made when the LEA actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
§200.318	General Procurement Standards
	(a) LEAs must use its own documented procurement procedures which reflect applicable state and local laws and regulations provided that the procurements confirm to applicable federal law and regulations.
§200.321	Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
	(a) The LEA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
§200.325	Federal Awarding Agency or Pass-Through Entity Review

	(c)(2) The LEA may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's ability to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the LEA that it is complying with these standards. The LEA must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.
§200.326	Bonding Requirements
	(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
	(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
§200.329	Monitoring and Reporting Program Performance
	(a) The LEA is responsible for oversight of the operations of the federal award supported activities. The LEA must monitor its activities under federal awards to assure compliance with applicable federal requirements and performance expectations are being achieved. Monitoring by the LEA must cover each program, function or activity.
§200.400	Policy Guide
	(c) The LEA, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the federal award.
	(e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the LEA is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the LEA, the reasonableness and equity of such treatments should be fully considered. See § 200.56 Indirect (facilities & administrative (F&A)) costs.
§200.415	Required Certifications
	(a) To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the LEA, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, § 1001 and Title 31, §§ 3729-3730 and 3801-3812)." (b) Certification of cost allocation plan or indirect (F&A) cost rate proposal.
§200.427	Bonding Costs
	(a) Bonding costs arise when the federal awarding agency requires assurance against financial loss to itself or others by reason of the act or default of the LEA. They arise also in instances where the LEA requires similar assurance, including: bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials.
§200.430	Compensation-Personal Services
	(a) General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431 Compensation-Fringe Benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part.
§200.430	Standards for Documentation of Personnel Expenses
	(g)(1) LEA personnel expenses must 1. Be supported by a system of internal controls which provides reasonable assurance charges are accurate, allowable and allocable; 2. Be incorporated into official records; 3. Reasonably reflect total activity for which employee is compensated; 4. Encompass all activities (federal and non-federal); 5. Comply with established accounting policies and practices; and 6. Support distribution among specific activities or cost objectives.
§200.433	Contingency Provisions
	(c) Payments made by the federal awarding agency to the LEA's "contingency reserve" or any similar payment made for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening, are unallowable, except as noted in §§200.431 Compensation - fringe benefits regarding self-insurance, pensions, severance, and post-retirement health costs and 200.447 Insurance and indemnification.
§200.435	Defense and Prosecution of Criminal and Civil Proceedings, Claims, Appeals, and Patent Infringements
	(i) Costs which may be unallowable under this section, including directly associated costs, must be segregated and accounted for separately. During the pendency of any proceeding covered by paragraphs (b) and (f) of this section, the federal government must generally withhold payment of such costs. However, if in its best interests, the federal government may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreement to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.
§200.521	Management Decisions

	(a) General. The management decision must clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. If the auditee has not completed corrective action, a timetable for follow-up should be given. Prior to issuing the management decision, the Federal agency or pass-through entity may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision should describe any appeal process available to the auditee. While not required, the federal agency or pass-through entity may also issue a management decision on findings relating to the financial statements which are required to be reported in accordance with GAGAS.
App. II	F. CERTIFICATION.
	1. Certification of Charges To assure that expenditures for federal awards are proper and in accordance with the agreement documents and approved project budgets, the annual and/or final fiscal reports or vouchers requesting payment under the agreements will include a certification, signed by an authorized official of the LEA, which reads "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code, Title 18, § 1001 and Title 31, §§ 3729-3733 and 3801-3812)".

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - Assurances

☑ *** The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA complies with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) including as outlined below:**

1. Parents or eligible students have the right to review the student's education records maintained by the LEA; to seek amendment of these records, and to consent to the disclosure to the personally identifiable information (PII) from education records.

2. The LEA annually notifies parents or eligible students of their rights under FERPA. The notice effectively informs parents and eligible students with disabilities, and/or parents and eligible students who have a primary or home language other than English.

3. The LEA gives full FERPA rights to either parent, unless the LEA has been provided with evidence that there is a court order, State statute, or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes these rights.

4. When a student becomes an eligible student, the rights accorded to, and consent required of, parents transfer from the parents to the student. An eligible student is a student who has reached 18 years of age or is attending an institution of postsecondary education.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-280

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/27/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

FY26 Consolidated Funding Application
Title I-A
Title I-N
Title I-D
Title II-A
Title III
Title IV

Cost to Knox County Schools

No Cost to Knox County Schools

Description and Type of Funding Source

Federal Grant Funds

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17378 **R-25-6-206**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of funds from the Tennessee Department of Education for Fiscal Year 2026 IDEA Part B in the amount of $15,394,458.00 and IDEA Preschool in the amount of $472,571.00.
(Schools)

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE TENNESSEE DEPARTMENT OF EDUCATION FOR FISCAL YEAR 2026 IDEA PART B IN THE AMOUNT OF $15,394,458.00 AND IDEA PRESCHOOL IN THE AMOUNT OF $472,571.00.

RESOLUTION: **R-25-6-206**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools has submitted its application for Special Education Services and Preschool Special Education Services to the State of Tennessee, Department of Education for Individuals with Disabilities Education Act (IDEA) funding for Fiscal Year 2026; and

WHEREAS, Knox County Schools has received notice that it will receive the amount of $15,394,458.00 for Special Education Services (IDEA-Part B) and $472,571.00 for Preschool Special Education Services (IDEA-Preschool); and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the Consolidated Grant Application and receipt of funds for Fiscal Year 2026 IDEA Part B and IDEA Preschool.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of funds from the Tennessee Department of Education for Individuals with Disabilities Education Act (IDEA) funding from the Tennessee Department of Education in the amount of $15,394,458.00 for Special Education Services (IDEA-Part B) and $472,571.00 for Preschool Special Education Services (IDEA-Preschool) for Fiscal Year 2026.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the funding by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Summary of IDEA
Special Education Comprehensive Application
FY 2026

Instructional Salaries plus Benefits (255 Educational Assistants, 3 Speech Pathologist, 1 Special Ed Teacher)	$8,211,099.50
Support Personnel Salaries plus Benefits (38.5 positions consisting of Special Ed Supervisors, Special Ed Specialists & Facilitators, Special Education Instructional Coaches, Special Education Parent Liaison, Federal Program Analyst, Special Education Behavioral Intervention Coaches, Special Education Restorative Interventionist Liaison, Special Education Asset Manager, Special Education Behavior Liaison, Special Education Physical Therapist Assistant, and Special Education OT/PT, Special Education Behavior Liaison, Special Education Social/Emotional Support staff, and Special Education Autism Support staff which includes mandated services for Proportionate Share for Private Schools)	$3,430,238.53
Instructional/Support Supplies, Materials and Equipment Includes funds as mandated by the State for private schools	$900,514.83
Staff Development Includes funds as mandated by the State for private schools	$92,000.00
Early Intervening Services (CCEIS)	$2,309,168.70
Indirect Costs	$451,436.44
Total Grant	$15,394,458.00

Budget

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

Indirect Cost Guide	
Total Allocation	$15,394,458.00
Existing Budget In Categories Not Eligible for Indirect Cost	$2,708,971.67
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$12,685,486.33
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$12,234,049.89
Max Indirect Cost	$451,436.44

Account Number	Total
71150 - Alternative Instruction Program	$0.00
71200 - Special Education Program	$8,791,614.33
72120 - Health Services	$0.00
72130 - Other Student Support	$0.00
72210 - Support Services/Regular Instruction Program	$0.00
72215 - Support Services/Alternative Instruction Program	$0.00
72220 - Support Services/Special Education Program	$3,842,238.53
72410 - Office of the Principal	$0.00
72710 - Transportation	$0.00
99100 - Transfers Out	$2,760,605.14
Total	$15,394,458.00
Adjusted Allocation	$15,394,458.00
Remaining	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

71200 - Special Education Program - $8,791,614.33

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	FUNDS WILL BE USED TO PAY FOR SPECIAL EDUCATION CERTIFIED TEACHERS FOR ESY FOR JULY 2025 AND JUNE 2026. FUNDS WILL ALSO BE USED TO PAY TEACHERS STIPENDS/AFTER CONTRACT HOURLY PAY TO PROVIDE ADDITIONAL SUPPORTS FOR PROFESSONIAL DEVELOPMENT, TRAINING, PROGRAMMING AND INSTRUCTIONAL PREPARATION. TO PAY SALARY FOR 1 FTE SPECIAL EDUCATION TEACHER (SW- ADMID I&S) TO WRITE AND EXECUTE SERVICE PLANS FOR STUDENTS WITH DISABILITIES WITH FUNDS INCLUDED FOR PS/PS. TOTAL FTE 1
Line Item Number:	116 - Teachers	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$410,000.00	
Line Item Total:	$410,000.00	
Account Number:	71200 - Special Education Program	TO PAY FOR EDUCATIONAL ASSISTANTS WORKING WITH SE STUDENTS. 233 FTE SCHOOL LEVEL 6-21 16 FTE SCHOOL LEVEL 3-5 1 FTE SYSTEM WIDE SPED VISION TECH EA SW I&S 4 FTE SYSTEM WIDE SPED EA SW I&S 1 FTE SYSTEM WIDE PROJECT SEARCH EA SW I&S FUNDS WILL BE USED TO PAY STIPENDS FOR SPECIAL EDUCATION ASSISTANTS FOR ESY FOR JULY 2025 AND JUNE 2026. TO FUND ADDITIONAL HOURLY PAY FOR OFF CONTRACT WORK TO PROVIDE ADDITONAL SUPPORTS FOR PROFESSIONAL DEVELOPMENT, TRAINING, PROGRAMMING, AND INSTRUCTIONAL PREPARATION. FTE 255
Line Item Number:	163 - Educational Assistants	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:		

	1.00	
Cost:	$5,000,000.00	
Line Item Total:	$5,000,000.00	
Account Number:	71200 - Special Education Program	TO PAY FOR SE SPEECH PATHOLOGISTS FOR PS/PS SE STUDENTS (3 FTE SYSTEM-WIDE INSTRUCTION & SUPPORT) FTE 3
Line Item Number:	171 - Speech Pathologist	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$160,000.00	
Line Item Total:	$160,000.00	
Account Number:	71200 - Special Education Program	TO PAY FOR SUBSTITUTES FOR CERTIFIED PERSONNEL TO ATTEND STAFF DEVELOPMENT AND TRAINING OPPORTUNITIES RELATING TO SWD.
Line Item Number:	195 - Certified Substitute Teachers	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	

Cost:	$10,000.00	
Line Item Total:	$10,000.00	

Account Number:	71200 - Special Education Program	TO PAY FOR NON-CERTIFIED SUBS WORKING FOR SE PERSONNEL
Line Item Number:	198 - Non-certified Substitute Teachers	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$15,000.00	
Line Item Total:	$15,000.00	

Account Number:	71200 - Special Education Program	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS (6.20% RATE)
Line Item Number:	201 - Social Security	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	

Cost: $346,890.00 **Line Item Total:** $346,890.00	
Account Number: 71200 - Special Education Program **Line Item Number:** 204 - Pensions **Strategic Plan:** **IDEA:** Private School Proportionate Share **Admin Costs:** **Optional Program Code:** **Location Code:** Knox County (470) **Quantity:** 1.00 **Cost:** $354,252.00 **Line Item Total:** $354,252.00	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS 6.36%
Account Number: 71200 - Special Education Program **Line Item Number:** 206 - Life Insurance **Strategic Plan:** **IDEA:** Private School Proportionate Share **Admin Costs:** **Optional Program Code:** **Location Code:** Knox County (470) **Quantity:** 1.00	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS

Cost:	$15,300.00	
Line Item Total:	$15,300.00	
Account Number:	71200 - Special Education Program	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS
Line Item Number:	207 - Medical Insurance	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$1,503,230.00	
Line Item Total:	$1,503,230.00	
Account Number:	71200 - Special Education Program	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS
Line Item Number:	208 - Dental Insurance	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	

Cost: $15,300.00 **Line Item Total:** $15,300.00	
Account Number: 71200 - Special Education Program **Line Item Number:** 211 - Local Retirement **Strategic Plan:** **IDEA:** Private School Proportionate Share **Admin Costs:** **Optional Program Code:** **Location Code:** Knox County (470) **Quantity:** 1.00 **Cost:** $300,000.00 **Line Item Total:** $300,000.00	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS 6%
Account Number: 71200 - Special Education Program **Line Item Number:** 212 - Employer Medicare **Strategic Plan:** **IDEA:** Private School Proportionate Share **Admin Costs:** **Optional Program Code:** **Location Code:** Knox County (470) **Quantity:** 1.00	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS (1.45% RATE)

Cost:	$81,127.50	
Line Item Total:	$81,127.50	

Account Number:	71200 - Special Education Program	TO PAY FOR MATERIALS TO IMPLEMENT STUDENT IEPs SUCH AS ADDITIONAL CURRICULUM AND SKILL BUILDING MATERIALS, SPECIFIC TACTILE DEVICES, ASSISTIVE TECHNOLOGY DEVICES, COMPUTER ACCESSORIES, SOFTWARE, INDEPENDENT LIVING AIDS, SENSORY AIDS, AND OTHER DEVICES IN VALUE OF LESS THAN $100 EACH. INCLUDES APPROPRIATE FUNDS IN INSTRUCTIONAL SUPPLIES AND MATERIALS FOR PS/PS.
Line Item Number:	429 - Instructional Supplies & Materials	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$335,711.86	
Line Item Total:	$335,711.86	

Account Number:	71200 - Special Education Program	TO PURCHASE ADDITIONAL SPECIAL EDUCATION EQUIPMENT COSTING MORE THAN $100 PER UNIT BUT LESS THAN $5000 PER UNIT SUCH AS SMARTBOARDS, PROJECTORS, IPADs, LAPTOPS, MACBOOKS, AND VARIOUS ASSISTIVE TECHNOLOGY INSTRUCTIONAL DEVICES TO INCLUDE SWITCHES, AND STUDENT COMMUNICATION DEVICES AND EQUIPMENT FOR SPECIAL EDUCATION CLASSROOMS AND TO MEET IEP NEEDS OF SPECIAL EDUCATION STUDENTS FOR INSTRUCTIONAL PURPOSES. INCLUDES APPROPRIATE FUNDS IN SPECIAL EDUCATION EQUIPMENT FOR PS/PS. EQUIPMENT PURCHASES THAT COST MORE THAT $5,000 EACH REQUIRING PRIOR APPROVAL:
Line Item Number:	725 - Special Education Equipment	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	

Cost:	$244,802.97	
Line Item Total:	$244,802.97	

Total for 71200 - Special Education Program:	$8,791,614.33
Total for all other Account Numbers:	$6,602,843.67
Total for all Account Numbers:	$15,394,458.00
Adjusted Allocation:	$15,394,458.00
Remaining:	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

72220 - Support Services/Special Education Program - $3,842,238.53

Budget Detail		Narrative Description
Account Number:	72220 - Support Services/Special Education Program	TO PAY SALARIES OF: 4 FTE SPECIAL EDUCATION SUPERVISORS (SYSTEM-WIDE ADMIN) 5 FTE SPECIAL ED SPECIALIST (SYSTEM-WIDE I&S) TOTAL FTE 9
Line Item Number:	105 - Supervisor / Director	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$850,000.00	
Line Item Total:	$850,000.00	
Account Number:	72220 - Support Services/Special Education Program	TO PAY SALARIES OF THE FOLLOWING PERSONNEL FOR PS/PS: .25 FTE SPECIAL EDUCATION OT (SYSTEM-WIDE I&S) .25 FTE SPECIAL EDUCATION PT (SYSTEM-WIDE I&S) TOTAL FTE .5
Line Item Number:	131 - Medical Personnel	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:		

	1.00	
Cost:	$60,000.00	
Line Item Total:	$60,000.00	
Account Number:	72220 - Support Services/Special Education Program	TO PAY SALARIES OF: 8 FTE SPECIAL EDUCATION INSTRUCTIONAL COACHES (SYSTEM-WIDE I&S) 9 FTE SPECIAL EDUCATION FACILITATORS (SYSTEM-WIDE I&S) 1 FTE SPECIAL EDUCATION PARENT LIAISON, (SYSTEM-WIDE I&S) 3 FTE SPED BEHAVIORAL INTERVENTION COACHES (SCHOOL LEVEL 6-21 - OTHER POSITIONS) 1 FTE FEDERAL PROGRAM ANALYST (SYSTEM-WIDE-ADMIN) 1 FTE SPECIAL EDUCATION RESTORATIVE INTERVENTIONIST LIAISON (SCHOOL LEVEL 6-21 - OTHER POSITIONS) 3 FTE SPECIAL EDUCATION ASSET MANAGER (SW-I&S) 1 FTE SPECIAL EDUCATION PHYSICAL THERAPIST ASSISTANT (SYSTEM-WIDE I&S), 1 FTE SPECIAL EDUCATION BEHAVIOR LIAISON (SW-I&S) FOR PS/PS. .5 FTE SPECIAL EDUCATION SOCIAL/EMOTIONAL SUPPORT COACH (SW I&S) FOR PS/PS .5 FTE SPECIAL EDUCATION AUTISM SUPPORT COACH (SW I&S) FOR PS/PS TO PAY STIPENDS TO SPECIAL EDUCATION STAFF TO PROVIDE TRAINING FOR PS/PS SERVING SWD DURING OFF CONTRACT HOURS AS AGREED UPON DURING MEANINGFUL AND TIMELY CONSULTATION . TOTAL FTE 29
Line Item Number:	189 - Other Salaries & Wages	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$1,875,325.00	
Line Item Total:	$1,875,325.00	
Account Number:	72220 - Support Services/Special Education Program	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS (6.2% RATE)
Line Item Number:	201 - Social Security	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	

Quantity: 1.00 **Cost:** $172,690.15 **Line Item Total:** $172,690.15	
Account Number: 72220 - Support Services/Special Education Program **Line Item Number:** 204 - Pensions **Strategic Plan:** **IDEA:** Private School Proportionate Share **Admin Costs:** **Optional Program Code:** **Location Code:** Knox County (470) **Quantity:** 1.00 **Cost:** $177,146.67 **Line Item Total:** $177,146.67	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS 6.36% RATE
Account Number: 72220 - Support Services/Special Education Program **Line Item Number:** 206 - Life Insurance **Strategic Plan:** **IDEA:** Private School Proportionate Share **Admin Costs:** **Optional Program Code:** **Location Code:** Knox County (470)	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS

Quantity:	1.00	
Cost:	$2,160.00	
Line Item Total:	$2,160.00	

Account Number:	72220 - Support Services/Special Education Program	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS
Line Item Number:	207 - Medical Insurance	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$185,650.00	
Line Item Total:	$185,650.00	

Account Number:	72220 - Support Services/Special Education Program	FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS
Line Item Number:	208 - Dental Insurance	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	

Quantity:	1.00
Cost:	$2,160.00
Line Item Total:	$2,160.00

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	211 - Local Retirement
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$49,219.50
Line Item Total:	$49,219.50

FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS 6% RATE

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	212 - Employer Medicare
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)

FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS (1.45% RATE)

Quantity:	1.00
Cost:	$40,387.21
Line Item Total:	$40,387.21

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	355 - Travel
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$15,500.00
Line Item Total:	$15,500.00

TRAVEL SUPPLEMENT FOR LISTED PERSONNEL TO TRAVEL BETWEEN ASSIGNED SCHOOLS AND CENTRAL OFFICES INCLUDING FUNDS FOR PS/PS.

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	499 - Other Supplies and Materials
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)

TO PAY FOR OTHER SUPPLIES AND MATERIALS FOR SPECIAL EDUCATION PERSONNEL AND SPECIAL EDUCATION STUDENTS SUCH AS UPGRADES/LICENSES OF WINDOWS, MICROSOFT OFFICE SOFTWARE, APPLE APPLICATIONS, AND CLASSROOM MANAGEMENT RESOURCE MATERIALS AND SUPPLIES THAT ARE USED IN SUPPORT OF SPECIAL EDUCATION STUDENTS. APPROPRIATE FUNDS INCLUDING FOR PS/PS.

Quantity:	1.00
Cost:	$150,000.00
Line Item Total:	$150,000.00

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	524 - In-Service / Staff Development
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$92,000.00
Line Item Total:	$92,000.00

IN-SERVICE TRAINING AND CONFERENCES FOR STAFF DEVELOPMENT NEEDS RELATED TO SWD INCLUDING CLASSROOM MANAGEMENT TRAINING, IEP NEEDS, STUDENT BEHAVIOR CONFERENCES, LEGAL ISSUES AND OTHER VARIOUS LOCAL, STATE AND FEDERAL CONFERENCES FOR CENTRAL OFFICE AND SCHOOL STAFF WHICH INCLUDES APPROPRIATE FUNDS FOR PS/PS.

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	599 - Other Charges
Strategic Plan:	
IDEA:	
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)

TO PROVIDE FINANCIAL REIMBURSEMENT OF PRAXIS EXAMS FOR CURRENT TEACHERS AND/OR TEACHING ASSISTANTS WHO ARE SEEKING TO OBTAIN A SPECIAL EDUCATION TEACHING ENDORSEMENT.

Quantity:	1.00
Cost:	$15,000.00
Line Item Total:	$15,000.00

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	790 - Other Equipment
Strategic Plan:	
IDEA:	
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$155,000.00
Line Item Total:	$155,000.00

TO PAY FOR SPECIAL EDUCATION EQUIPMENT COSTING MORE THAN $100 PER UNIT BUT LESS THAN $5000 PER UNIT THAT INCLUDES SPECIAL EDUCATION PLAYGROUND EQUIPMENT, DOCUMENT CAMERAS, LASER PRINTERS, LCD PROJECTORS AND OTHER SPECIALIZED RESOURCE EQUIPMENT THAT IS NOT USED IN DIRECT INSTRUCTION BUT TO PROVIDE SUPPORT FOR SPECIAL EDUCATION STUDENTS.

EQUIPMENT PURCHASES THAT EXCEED $5000 OR MORE PER UNIT ARE LISTED BELOW FOR PRIOR APPROVAL:

Total for 72220 - Support Services/Special Education Program:	$3,842,238.53
Total for all other Account Numbers:	$11,552,219.47
Total for all Account Numbers:	$15,394,458.00
Adjusted Allocation:	$15,394,458.00
Remaining:	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

99100 - Transfers Out - $2,760,605.14

Budget Detail		Narrative Description
Account Number:	99100 - Transfers Out	Indirect Cost rate of 3.69%
Line Item Number:	504 - Indirect Cost	
Strategic Plan:		
IDEA:		
Admin Costs:	Indirect Cost	
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$451,436.44	
Line Item Total:	$451,436.44	
Account Number:	99100 - Transfers Out	CCEIS Funds (FY26 IDEA PreK CCEIS amount of $70,885.65 budgeted in IDEA PreK Transfers Out)
Line Item Number:	590 - Transfers Out	
Strategic Plan:		
IDEA:	CCEIS-GP Transfer Out	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	

Cost:	$2,309,168.70		
Line Item Total:	$2,309,168.70		
		Total for 99100 - Transfers Out:	$2,760,605.14
		Total for all other Account Numbers:	$12,633,852.86
		Total for all Account Numbers:	$15,394,458.00
		Adjusted Allocation:	$15,394,458.00
		Remaining:	$0.00

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

Indirect Cost Guide	
Total Allocation	$15,394,458.00
Existing Budget In Categories Not Eligible for Indirect Cost	$2,708,971.67
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$12,685,486.33
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$12,234,049.89
Max Indirect Cost	$451,436.44

Filter by Location: All - $15,394,458.00

Account Number / Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
105 - Supervisor / Director		850,000.00 +$850,000.00		850,000.00 +$850,000.00
116 - Teachers	410,000.00 +$410,000.00			410,000.00 +$410,000.00
131 - Medical Personnel		60,000.00 +$60,000.00		60,000.00 +$60,000.00
163 - Educational Assistants	5,000,000.00 +$5,000,000.00			5,000,000.00 +$5,000,000.00
171 - Speech Pathologist	160,000.00 +$160,000.00	0.00		160,000.00 +$160,000.00
189 - Other Salaries & Wages	0.00	1,875,325.00 +$1,875,325.00		1,875,325.00 +$1,875,325.00
195 - Certified Substitute Teachers	10,000.00 +$10,000.00			10,000.00 +$10,000.00
198 - Non-certified Substitute Teachers	15,000.00 +$15,000.00			15,000.00 +$15,000.00

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
201 - Social Security	346,890.00 +$346,890.00	172,690.15 +$172,690.15		519,580.15 +$519,580.15
204 - Pensions	354,252.00 +$354,252.00	177,146.67 +$177,146.67		531,398.67 +$531,398.67
206 - Life Insurance	15,300.00 +$15,300.00	2,160.00 +$2,160.00		17,460.00 +$17,460.00
207 - Medical Insurance	1,503,230.00 +$1,503,230.00	185,650.00 +$185,650.00		1,688,880.00 +$1,688,880.00
208 - Dental Insurance	15,300.00 +$15,300.00	2,160.00 +$2,160.00		17,460.00 +$17,460.00
211 - Local Retirement	300,000.00 +$300,000.00	49,219.50 +$49,219.50		349,219.50 +$349,219.50
212 - Employer Medicare	81,127.50 +$81,127.50	40,387.21 +$40,387.21		121,514.71 +$121,514.71
355 - Travel		15,500.00 +$15,500.00		15,500.00 +$15,500.00
429 - Instructional Supplies & Materials	335,711.86 +$335,711.86			335,711.86 +$335,711.86
499 - Other Supplies and Materials	0.00	150,000.00 +$150,000.00		150,000.00 +$150,000.00
504 - Indirect Cost			451,436.44 +$451,436.44	451,436.44 +$451,436.44
524 - In-Service / Staff Development		92,000.00 +$92,000.00		92,000.00 +$92,000.00
590 - Transfers Out			2,309,168.70 +$2,309,168.70	2,309,168.70 +$2,309,168.70
599 - Other Charges	0.00	15,000.00 +$15,000.00		15,000.00 +$15,000.00
725 - Special Education Equipment	244,802.97 +$244,802.97			244,802.97 +$244,802.97
790 - Other Equipment		155,000.00 +$155,000.00		155,000.00 +$155,000.00
Total	8,791,614.33 +$8,791,614.33	3,842,238.53 +$3,842,238.53	2,760,605.14 +$2,760,605.14	15,394,458.00 +$15,394,458.00

Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
Line Item Number				
			Adjusted Allocation	15,394,458.00
			Remaining	0.00

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

Budget Tag Summary

Tag Group	Tag	Budget Amount
Strategic Plan	Academics	$0.00
Strategic Plan	Educators	$0.00
Strategic Plan	Student Readiness	$0.00
IDEA	CCEIS	$0.00
IDEA	CCEIS-GP Transfer Out	$2,309,168.70
IDEA	Private School Proportionate Share	$6,588,852.86
Admin Costs	Direct Admin	$0.00
Admin Costs	Indirect Cost	$451,436.44

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Equipment Purchases Requiring Prior Approval

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

N/A

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

A. Adjustment to Local Effort

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

A. Adjustment to Local Effort in Certain Fiscal Years.

IDEA 04 allows an LEA to reduce state and local maintenance of effort by an amount that equals up to 50% of the increase in IDEA funds from the previous year if those funds are used to provide activities authorized under ESEA.
There are limitations to this adjustment. Any LEA identified as not meeting requirements in the State's APR, is prohibited by law from reducing its maintenance of effort figures.

NOTE: If an LEA is determined to have significant disproportionality based on race and ethnicity utilizing state criteria, the LEA must utilize Comprehensive Coordinated Early Intervening Services (IDEA §618(d)(2)(B)).
The amount expended by an LEA under Coordinated Early Intervening Services shall count toward the maximum amount of expenditures such LEAs may reduce in Item "A" Adjustment to Local Effort (above).

For any fiscal year for which the federal allocation received by a LEA under Section 611(f) Subgrants to LEAs exceeds the amount the LEA received for the previous FY, the LEA may reduce the level of expenditures otherwise required by Section 613(a) (2) (A) (iii) by not more than 50% of the excess. Section 613(a) (2) (C) (i) 300.205

If the LEA chooses to use these funds, the LEA shall use an amount of local funds equal to the reduction in expenditures under clause (i) above, to carry out activities authorized under the Elementary and Secondary Act of 1965. Section 613(a) (2) (C) (ii) 300.205(a)

If the SEA determines that the LEA is unable to establish and maintain programs of free appropriate public education that meet the requirements of Section 613(a) or the SEA has taken action against the LEA under section 616 Monitoring, Technical Assistance and Enforcement, the SEA shall prohibit the LEA from reducing the level of expenditures under clause (i) above for that fiscal year. Section 613(a) (2) (C) (iii)

The amount of funds expended by a LEA under subsection (f) Coordinated Early Intervening Services, shall count toward the maximum amount of expenditures such LEAs may reduce under clause (i) above. Section 613(a) (2) (C) (iv)

If a SEA determines that an LEA is not meeting the requirements of Part B, including the targets in the state's performance plan, the SEA shall prohibit the LEA from reducing its MOE under Section 613(a) (2) (C) for any fiscal year. Section 616(f)

http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

☐ **Please check here if the LEA is using Adjustment to Local Effort in Certain Fiscal Years.**

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

B. Schoolwide Program

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

B. Permissive Use of IDEA funds for Schoolwide Program.

IDEA allows an LEA to use funds to carry out a schoolwide program under ESEA §1114. If an applicant utilizes these funds, you will report the designated amount for each school and ensure that excess cost and service requirements are met.

LEAs may use IDEA funds to carry out a schoolwide program under Section 1114 of the Elementary and Secondary Education Act (ESEA) of 1965, except that the amount used in any schoolwide program shall not exceed:

- The number of children with disabilities participating in the schoolwide program multiplied by
- The amount received by the LEA for this fiscal year divided by
- The number of children with disabilities in the jurisdiction of the LEA.
  - Section 613(a) (2) (D)

☐ **Please check here if the LEA is using Permissive Use of IDEA Funds for Schoolwide Programs.**

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

C. Permissive Use of IDEA funds for Coordinated Early Intervening Services (CEIS) - Voluntary

IDEA allows an LEA to use up to 15% of funds, in combination with other amounts (other than education funds), to develop and implement Coordinated Early Intervening Services, which may include interagency financing structures, for students in kindergarten through grade 12 (with particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment.

NOTE: If an LEA is determined to have significant disproportionality based on race and ethnicity utilizing state criteria, the LEA must utilize Comprehensive Coordinated Early Intervening Services (IDEA §618(d)(2)(B)).The amount expended by an LEA under Coordinated Early Intervening Services shall count toward the maximum amount of expenditures such LEAs may reduce in Item "A" Adjustment to Local Effort (above).

Please refer to the IDEA Law, Section 615 (f) (1) - (4) and Section 618(d)(2)(B)(C) available here: http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

Note: If LEA voluntarily takes up to 15%, the funds must be spent from July 1 - June 30, any remaining funds must be returned to IDEA for programming.

☐ **Please check here if the LEA is using Permissive Use of IDEA Funds for Coordinated Early Intervening Services (CEIS) - Voluntary.**

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

D. Use of IDEA Funds for Comprehensive Coordinated Early Intervening Services (CCEIS) - Mandatory

If an LEA is determined to have significant disproportionality based on race and ethnicity utilizing state criteria, the LEA must utilize Comprehensive Coordinated Early Intervening Services (IDEA §618(d)(2)(B)).The amount expended by an LEA under Coordinated Early Intervening Services shall count toward the maximum amount of expenditures such LEAs may reduce in Item "A" Adjustment to Local Effort (above).

Please refer to Federal Register/Vol. 81/December 19, 2016/Rules and Regulations

Note: If the LEA does not expend all funds required in section 1 below, remaining funds must be carried forward into the following fiscal year and used for the same purpose.

Documents		
Type	**Document Template**	**Document/Link**
CCEIS Excel Template	CCEIS Excel Template	
(CFA IDEA) 141 Statement of expenditures "only for CCEIS" (required after July 1) [Upload up to 1 document(s)]	N/A	
(CFA IDEA) 142 Statement of expenditures "only for CCEIS" (required after July 1) [Upload up to 1 document(s)]	N/A	

☑ **Please check here if the LEA is using Permissive Use of IDEA Funds for Comprehensive Coordinated Early Intervening Services (CCEIS) - Mandatory.**

☑ *** 1) Assurance**

The LEA has made a thorough review of policies, procedures, and practices for compliance with IDEA. If applicable, the LEA has publicly reported on any revisions to its policies, procedures, and practices.

2) Funds Availability Calculation

a. IDEA 611 Allocation	$ 15,394,458.00
b. IDEA 619 Allocation	$ 472,571.00
c. Total IDEA Allocation (611 and 619) for current year:	$ 15,867,029.00
d. Amount which must be budgeted for CCEIS: (Line 2c x 15%):	$ 2,380,054.35
e. Check this box if the LEA is ***only*** required to budget carryover funds and no original allocation should be included in the mandatory CCEIS calculation.	☐

f. Amount of any CCEIS funds being carried forward from prior year:	* $ 0.00
g. Total funds to be used in current year for CCEIS:	$ 2,380,054.35

3) Areas of Significant Disproportionality and Race/Ethnicity Groups

*** a. Identify the race/ethnicity of students identified in the significant disproportionality grouping below:**

- ☐ American Indian
- ☐ Hispanic
- ☐ Asian
- ☐ Pacific Islander
- ☑ African American
- ☐ White
- ☐ Multiracial

b. Indicate where the LEA was identified as having significant disproportionality from the groups listed below:

i. Identification - students identified with:

- ☐ Disability (overall)
- ☐ Autism
- ☐ Emotional Disturbance
- ☐ Intellectual Disability
- ☐ Other Health Impairment
- ☐ Specific Learning Disability
- ☐ Speech/Language Impairment

ii. Discipline -SWDs receiving:

- ☐ In-school suspensions for 10 or fewer days
- ☐ In-school suspensions for more than 10 days
- ☑ Out-of-school suspensions/expulsions for 10 or fewer days
- ☐ Out-of-school suspensions/expulsions for more than 10 days
- ☑ Total number of discipline incidents for SWDs

iii. Environment-SWDs in:

- [ ] The general education setting less than 40 percent of the day
- [ ] Separate schools or residential facilities

4) Narrative for Use of Funds

* a. If a revision of the LEA's policies, procedures, and practices was necessary, please explain what changes were made due to issues associated with areas of disproportionality:

- Knox County Schools' (KCS), the Department of School Culture oversees the district-wide, on-going work around decreasing discipline disparities through initiatives funded from CCEIS and other sources. In the 24-25 SY, there were no major changes to LEA policies related to disproportionality. However, KCS and the Department of School Culture did make strategic changes that relate directly to improving discipline disparities across the district.

WC AP Cohort - The Whole Child Assistant Principal Cohort Training is a collaborative project between Knox County School's Department of School Culture and faculty within the education department at the University of Tennessee, Knoxville. The project integrates research knowledge with pedagogical leadership practices within the context of a multi-tiered system of support (MTSS). The Course equips administrators to expand their leadership capacity by using a diagnostic problem-solving model to address ill-structured problems involving students and staff. Administrators enhance their skills in analyzing and interpreting data within the context of school systems and standards, applying this information for effective problem diagnosis. Developing a strong knowledge of possible solutions and ongoing evaluative monitoring is the focus of the second half of the course. Participants apply the problem-solving model to case studies and real-world problems of practice.

Outcomes:

- Improved MTSS Implementation: Consistent and effective use of MTSS practices across schools, leading to reduced behavioral incidents and disciplinary disparities.
- Stronger School Leadership: Enhanced leadership capacity among assistant principals, fostering a more positive and inclusive school culture.
- Increased Student Achievement: Improved academic and social-emotional outcomes for students, particularly those from historically marginalized groups.

Innive data analytics system- Innive K12 360° supports Knox County Schools' Whole Child framework by integrating attendance, academic, and behavioral data to guide decision-making across the Multi-Tiered System of Supports (MTSS). This platform provides role-specific dashboards that help district leaders, school staff, and Whole Child Support Teams (WCST) monitor school-wide, small group, and individual student progress and identify areas of need. By consolidating multiple data sources into a single, user-friendly system, Innive ensures that interventions are timely, aligned, and responsive—ultimately supporting student well-being, engagement, and success.

System-wide and School-based Discipline Analysis- School Discipline Analysis: The school discipline analysis will take a holistic approach and look at the student and staff demographics, population, current behavioral support structures and supports, and a data analysis of current behavioral incidents and practices.

The outcome of the analysis will include, but not limited to:

- Ensuring that there are clear and consistent behavioral expectations across all school environments
- Consistency between tiered behavioral supports and interventions provided for maladaptive behaviors
- Clear, consistent, and clearly communicated behavioral disciplinary actions/consequences between staff and administrators

- Lead to an actionable plan to improve on school disciplinary practices

Threat Assessment System/Training- In SY 24/25, KCSs revised its Behavior Threat Assessment to align with current research and evidence based practices. While there are various models that can be followed for completing a threat assessment in the school environment, Knox County Schools selected to use the National Threat Assessment Center (NTAC) model. Backed by empirical research and pioneered by the United States Secret Service, the NTAC threat assessment model provides schools with actionable steps to approach a threat assessment. The NTAC model walks a team through 11 investigative questions surrounding motive, interests, access to weapons, stressors, capacity and planning to determine how far along the pathway to violence a student is, and how to prioritize the level of threat they pose. The goal of the BTMA is to move students off a pathway to violence and resolve the underlying issues that may have put them on that pathway. This is done by creating an individualized case management plan that utilizes interventions appropriate for the situation. With the support of NTAC trained staff at the state level, KCS provided district-wide training for administrators and school counselors… In addition, the Department of School Culture (DSC) offers monthly district support to address school needs in the areas of threat assessment and case management, and provides district social workers for consultative and direct student support.

- Formal Transition Plans (FTPs) for Students Integrating To and From Alternative Program Placements - In SY 24/25, KCS developed and implemented comprehensive transition plans for students integrating to and from alternative program placements based on Tennessee Code Title 49, Education § 49-6-3402 (current as of January 2, 2024) and expanded by Tenn. Comp. R. & Regs. Section 0520-01-02.09 - Alternative Education, Subsection (7)(m), all Knox County School students attending alternative education programs (day school or night alternative) and those returning to their base school from an alternative program must have a Formal Transition Plan (FTP). Each plan is developed by a team that includes the parent, student, at least one representative from the base school, and at least one representative from the alternative program. The goal of the plan is to reduce barriers that hinder students from successfully reintegrating into the school community. Formal Transition Plans include:
    - Intake procedures for students returning to their base school
    - Support for educational and behavioral needs
    - Follow-up services for students re-entering the base school
    - Development of graduation and postsecondary goals

The FTPs are developed and monitored in the Navigate 360 platform, ensuring improved communication, as both alternative and base school teams have access to the plans and progress monitoring. Upon a student's return to the base school, the Whole Child Support Team-Plus oversees the plan's implementation, providing additional support as needed.

- During SY24-25, multidisciplinary support teams (whole child support) were fully operational at each district school. These teams analyze student data through the process of root cause analysis, to better understand each referred student and assign additional Tier I support, Tier II interventions, or refer students for more intensive support. Student supports are founded in the integration of PBIS, trauma informed practices, restorative practices, and culture responsiveness. The department's focus on Tier 1 classroom support is a data based decision, as this is where the large majority of student discipline referrals originate. In addition to individual student data, teams have access to provided school-wide discipline data that includes risk factors for student groups that are suspended at a higher rate than expected. This allows the team to provide school-level professional development and/or initiatives to address discipline disparities. In addition, the DSC staff regularly attend school-based multidisciplinary team meetings to provide real-time support and observational feedback based on rubric criteria. Based on this information and needs assessment data, the department provides ongoing professional development to all multidisciplinary teams to address observed skill gaps, in order to better support staff and students.
- In 24-25 SY, the DSC expanded the use of the behavioral support system walkthrough tool to all KCS schools as a goal or strategy option in the schools improvement plan. In cooperation and collaboration with school staff, the process of developing plans to enhance behavioral support systems within each school for the 25-26 school year has begun. This process helps ensure that schools have the systems and practices in place to increase academic and behavioral metrics, as well as reduce discipline disparities.

* b. Specify all areas funds will target (i.e. grade-levels, schools, interventions, behavior, professional development, etc):

The KCS Department of School Culture will address overall school safety, staff and student mental health, student behavior/academic needs, and discipline disparities through a comprehensive, collaborative plan, with personnel funded from other funding sources, to implement a district-wide, integrated, multi-tiered approach to supporting all students. The multi-tiered framework will include systems and practices that support all three tiers, with a focus on supporting all students (Pre-K -12) across the district and a continued focus on special education students in the general education setting.

- Using the Significant Disproportionality Notification data provided by the Tennessee Department of Education, along with disaggregated district data, schools are identified for multi-tiered levels of program operations, staffing support, and professional development.
- In order to address the KCS identified disparities and House Bill 405, CCEIS funding will support initiatives that focus on school practices in providing and refining trauma informed discipline and decision making, along with district level administrative processes. Tier I classroom supports will continue to be developed across the district through restorative practices and school culture and connectedness practices. Funds will also continue to support each district school's multidisciplinary student support team (K-12).
- CCEIS funds will continue to serve all grade levels (Pre-K to 12) with focused behavioral staffing support. Elementary schools will receive support through additional, trained, district-level support staff. Secondary schools will be supported with a Restorative Intervention staff member. CCEIS funded restorative teams for targeted schools will be composed of a Restorative Assistant and a Restorative Liaison. Additional support will be given to non-targeted schools by members of the district-wide restorative team and behavior liaisons.
- CCEIS funds will continue to provide behavioral crisis response through district restorative staff, who will provide targeted support to schools that may need additional personnel and expertise to support students with acute behavioral needs.
- CCEIS funding for professional development for staff is ongoing throughout the year. This includes a focus on trauma responsiveness, cultural and connectedness, restorative practices, multi-tiered levels of social, emotional, and behavioral supports, to meet all student needs

STAFFING

- During the 25-26 SY, KCS will continue to provide an increased level of support in schools with a higher rate of disproportionality. KCS will work with each of these schools to build a clear continuum of support within a tiered model of staffing and programmatic support for all students.
- During the 25-26 SY, CCEIS will fund 7 Restorative Liaisons to provide more specialized support in both targeted schools and district-wide.
- During the 25-26 SY, CCEIS will fund 8 Behavior Liaisons to provide behavioral support in both targeted schools and district-side.
- During SY 25-26, CCEIS will fund 15 Restorative Assistants to expand the Restorative Practices tiered-level of interventions into targeted middle and high schools with increased need for support.
- During SY 25-26 CCEIS will fund 9 Restorative Interventionists that will provide a tiered level of support for students including crisis intervention and behavioral support. These positions will support individual schools as well as mobile teams providing targeted interventions and supports for specific students.
- During SY- 25-26, CCEIS funds will be used to fund a .5 programming support clerical position to provide assistance with CCEIS data entry, materials/supplies/equipment supports, and program fidelity
- During SY 25-26, CCEIS funds will be used to fund a .3 Behavior Interventionist to support character development curriculum and intervention

* c. How will these funds be used to assist in alleviating the disproportionality problem within the LEA? (Be specific)

KCS will utilize CCEIS funds in three major areas: program operations, staffing support, and professional development. This multi-pronged approach provides a foundation of support for students and staff.

* d. Will funds be used for issues other than where the LEA was identified as being disproportionate? If yes, please explain:

Funds will be used to provide student support at all tiers, for those who exhibit a need for additional behavior interventions.

5) Budgets

a. Amount of funds to be used for SWDs and budgeted with the IDEA Part B (611) budget	$ 0.00
b. Amount of funds to be used for SWDs and budgeted with the IDEA Preschool (619) budget	$ 0.00
c. Amount of funds to be used for students not identified as eligible for Special Education and budgeted in the General Purpose budget	$ 2,380,054.35
d. Total of items a, b, and c above (This value must equal the total amount that must be reserved for CCEIS indicated in row 2g from the table above.)	$ 2,380,054.35
NOTE: Any funds used for CCEIS services to identified SWDs MUST be included in the IDEA budget(s) and must be identified within the appropriate narratives with the amount indicated: the total of all funds must agree with the amount indicated in Row 5a above. In addition, the LEA must have a method of identifying all CCEIS funds to document how the funds are budgeted and expended from IDEA.	
NOTE: Any funds used for services to students NOT identified as eligible for Special Education must be budgeted within the General Purpose budget, identified as CCEIS funds, and shown in the budget line items below. The amount budgeted must agree with funds indicated in Row 5b above.	

6. General Purpose Regular Education Budget

Projected expenditures for CCEIS fund associated with non-Special Education students. (Do not use Special Education account codes.)

+Account No	Expenditure Account Name	FTE	Amount Budgeted	++Justification
72201-5	EDUCATIONAL ASSISTANTS	15.00	$ 477,772.00	TO PAY SALARIES FOR: 15 FTE RESTORATIVE ASSISTANTS TOTAL FTE 15

72201-5	OTHER SALARIES & WAGES	24.80	$ 1,047,370.00	TO PAY SALARIES FOR: 8 FTE BEHAVIOR LIAISONS 9 FTE RESTORATIVE INTERVENTIONIST 7 FTE RESTORATIVE LIAISONS .3 FTE BEHAVIOR INTERVENTIONIST .5 FTE PROGRAMMING SUPPORT CLERICAL POSITION TO PAY STIPENDS FOR KCS FACILITATORS & RESTORATIVE/BEHAVIORAL SUPPORT STAFF TO COORDINATE & DELIVER TCI & MENTAL HEALTH TRAINING/SUPPORTS AFTER CONTRACT HOURS AND SUMMER SCHOOL TRAINING. STIPENDS FOR STAFF PROVIDING SUMMER PBIS, RESTORATIVE, BEHAVIORAL, & MENTAL HEALTH BASED TRAINING. TOTAL FTE 24.8
72201-5	CERTIFIED SUBSTITUTE TEACHERS		$ 8,000.00	TO PAY FOR CERTIFIED SUBS TO ALLOW STAFF TO ATTEND PROFESSIONAL DEVELOPMENT.
72201-5	SOCIAL SECURITY		$ 141,535.86	TO PAY BENEFITS FOR SALARIES AND STIPENDS LISTED ABOVE. 7.65%
72201-5	PENSIONS (STATE RETIREMENT)		$ 87,282.73	TO PAY BENEFITS FOR SALARIES AND STIPENDS LISTED ABOVE. 6.36%
72201-5	LIFE INSURANCE		$ 2,388.00	TO PAY BENEFITS FOR SALARIES AND STIPENDS LISTED ABOVE.
72201-5	MEDICAL INSURANCE		$ 223,278.00	TO PAY BENEFITS FOR SALARIES AND STIPENDS LISTED ABOVE.
72201-5	MEDICAL HSA		$ 7,500.00	TO PAY BENEFITS FOR SALARIES AND STIPENDS LISTED ABOVE.
72201-5	DENTAL INSURANCE		$ 2,388.00	TO PAY BENEFITS FOR SALARIES AND STIPENDS LISTED ABOVE.
72201-5	LOCAL RETIREMENT		$ 28,666.32	TO PAY BENEFITS FOR SALARIES AND STIPENDS LISTED ABOVE. 6%
72201-5	TRAVEL SUPPLEMENTS		$ 25,000.00	TO PAY EMPLOYEE TRAVEL SUPPLEMENTS FOR TRAVEL WITHIN THE DISTRICT.
72201-5	OTHER CONTRACTED SERVICES		$ 195,000.00	TO PAY FOR MENTAL HEALTH SERVICES CONTRACT.

72201-5	INSTRUCTIONAL SUPPLIES & MATERIALS		$ 53,873.44	INSTRUCTIONAL MATERIALS & SUPPLIES IN THE AREAS OF POSITIVE BEHAVIOR SUPPORTS, MENTAL HEALTH INTERVENTIONS/SUPPORTS, SUPPORTIVE SPACES, RESTORATIVE & TRAUMA INFORMED PRACTICES, ANTI-VIOLENCE AND CULTURE. INCENTIVES FOR ALL STUDENTS IN GENERAL ED, NOT LIMITED TO PBIS, RESTORATIVE PRACTICES/LEARNING CENTERS,. FUND COMPASS PROGRAM. UPDATE EXISTING SUPPLEMENTAL CURRICULUM THAT INCLUDES QUAVER PROGRAMMING, PBIS, RESTORATIVE, TRAUMA INFORMED, AND OTHER SCHOOL CULTURE CURRICULUM.
72201-5	OTHER SUPPLIES & MATERIALS		$ 30,000.00	MINOR TECHNOLOGY AND OFFICE SUPPLIES, SUPPORT MATERIALS, AND SUPPLIES TO SUPPORT PERSONNEL AND PROGRAMS LISTED IN NARRATIVE SUCH AS PBIS, MENTAL HEALTH, BULLYING PREVENTION, PROJECTU, AND RESTORATIVE PRACTICES.
72201-5	STAFF DEVELOPMENT		$ 50,000.00	PROFESSIONAL DEVELOPMENT FOR TEACHERS, SCHOOL STAFF, ADMINISTRATORS, AND OTHER KCS STAFF TO CREATE SUPPORTIVE ENVIRONMENTS FOR ALL STUDENTS, BEHAVIOR MANAGEMENT, PBIS, TRAUMA, MENTAL HEALTH, DATA COLLECTION, AND RESTORATIVE INFORMED PRACTICES. FUNDS FOR MATERIALS, AND/OR REGISTRATION, TRAVEL AND ASSOCIATED COSTS.
		Total:	$ 2,380,054.35	

+ Must use general education account codes. DO NOT use special education specific codes.

++ NOTE: Justifications detailed with specific information must be given for each line item listed above.

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

Non-Supplanting/Maintenance of Effort

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA, Part B

Documents		
Type	**Document Template**	**Document/Link**
(CFA IDEA) General Purpose Special Education Budget [Upload 1 document(s)]	General Purpose Special Education Budget Template 2025-03-20	FY26 General Purpose Special Education Budget
(CFA IDEA) State Special Education Expenditure Report (required after July 1st) [Upload up to 1 document(s)]	SSEER State Special Education Expenditure Report Template	
(CFA IDEA) Maintenance of Effort Exception	N/A	
(CFA) Additional Supporting Documents	N/A	

Expenditures

* In order to meet maintenance of effort, the LEA is using:

(●) State/Local Funds

( ) Local Funds Only

Row		A	B	C	D
		2022-23	2023-24	* 2024-25 Projected	2025-26
1	Actual amount expended for students with disabilities (SWD) served (State Special Education Expenditure Report)	$68,726,974.99	$74,353,904.25	* $ 90,855,810.00	
2	Total unduplicated count of disabled students served by the school system (End of Year Report)	10635	11549	* 11,490	
3	Per pupil expenditures (Row 1 divided by Row 2)	$ 6,462.34	$ 6,438.12	$ 7,907.38	
4	System's total enrollment (All Students)			* 59,557.00	
5	Percentage of Special Education Students (Row 2 divided by Row 4)			19.29 %	
6	Projected Expenditures (Total Expenditures General Purpose Funds)				* $ 91,828,606.00

7. To be eligible for a Part B subgrant, the LEA must have budgeted for SWDs at least the same amount of funds as was actually spent on SWDs during the most recent fiscal year for which information is available. Therefore, if the amount in Row 6 Column D is less than the amount in Row 1 Column B, please provide an explanation as to how the eligibility standard can be met.

The questions below are not to be completed until after the SEER (Special Education Expenditure Report) is submitted into ePlan.

8. The LEA has met Maintenance of Effort requirements for the prior year based on the following. Check all that apply:

- ☐ Total Expenditures
- ☐ Per pupil expenditures
- ☐ Other allowable exceptions

9. If selecting 'Other allowable exceptions', please select one or more items below (must upload appropriate documentation to ePlan)

- ☐ a. Voluntary departure, or departure for just cause, of special education or related services personnel
- ☐ b. Decrease in enrollment of children with disabilities
- ☐ c. Termination of LEAs obligation to provide an exceptionally high cost SPED program to student(s) due to the student(s):
  - (1) Leaving the LEAs jurisdiction
  - (2) Aging out of the program
  - (3) No longer needing the program
- ☐ d. Termination of costly expenditures for long term purchases
- ☐ e. Assumption of cost by the high-cost fund operated by the SEA

FY26 CFA Resources

Click here to open the Final FY25 Unduplicated Counts. **(This will be added in August 2025)**

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

Summary of IDEA
Special Education Preschool
Comprehensive Application
FY 2026

Instructional/Support Salaries plus Benefits (6 Educational Assistants, .25 Speech Pathologist, 1 Preschool Assessment Personnel, .1 Behavior Liaison, .1 Special Ed Teacher for Private School Proportionate Share)	$378,902.25
Instructional/Support Supplies, Materials and Equipment Includes funds as mandated by the State for private schools	$7,128.18
Staff Development Includes funds as mandated by the State for private schools	$1,500.00
Indirect Cost	$14,154.92
Early Intervening Services (CCEIS)	$70,885.65
Total Grant	$472,571.00

Budget

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

Indirect Cost Guide	
Total Allocation	$472,571.00
Existing Budget In Categories Not Eligible for Indirect Cost	$74,813.83
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$397,757.17
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$383,602.25
Max Indirect Cost	$14,154.92

Account Number	Total
71200 - Special Education Program	$281,656.93
72120 - Health Services	$0.00
72130 - Other Student Support	$0.00
72220 - Support Services/Special Education Program	$105,873.50
72410 - Office of the Principal	$0.00
72710 - Transportation	$0.00
99100 - Transfers Out	$85,040.57
Total	$472,571.00
Adjusted Allocation	$472,571.00
Remaining	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

71200 - Special Education Program - $281,656.93

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	TO PAY SALARY FOR .1 FTE SPECIAL EDUCATION TEACHER (SW- ADMID I&S) TO WRITE AND EXECUTE SERVICE PLANS FOR PS/PS PRESCHOOL STUDENTS WITH DISABILITIES. TOTAL FTE .1
Line Item Number:	116 - Teachers	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$750.00	
Line Item Total:	$750.00	
Account Number:	71200 - Special Education Program	TO PAY FOR EDUCATIONAL ASSISTANTS TO WORK WITH SPECIAL EDUCATION PRESCHOOL STUDENTS AT ASSIGNED SCHOOLS (3-5 SCHOOL LEVEL) FTE 6
Line Item Number:	163 - Educational Assistants	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:		

	1.00
Cost:	$190,000.00
Line Item Total:	$190,000.00

Account Number:	71200 - Special Education Program
Line Item Number:	171 - Speech Pathologist
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$4,250.00
Line Item Total:	$4,250.00

TO PAY FOR SPEECH PATHOLOGIST TO WORK WITH SPECIAL EDUCATION PRESCHOOL STUDENTS WHICH INCLUDES FOR PRIVATE SCHOOL P/S FOR PRESCHOOLS. (SW ADMIN I&S)
FTE 0.25

Account Number:	71200 - Special Education Program
Line Item Number:	198 - Non-certified Substitute Teachers
Strategic Plan:	
IDEA:	
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00

TO PAY FOR SPECIAL EDUCATION NON-CERTIFIED SUBS FOR LISTED PERSONNEL

Cost:	$2,500.00
Line Item Total:	$2,500.00

Account Number:	71200 - Special Education Program
Line Item Number:	201 - Social Security
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$12,245.00
Line Item Total:	$12,245.00

FRINGE BENEFIT FOR LISTED SALARIES INCLUDING PS/PS (6.2% RATE)

Account Number:	71200 - Special Education Program
Line Item Number:	204 - Pensions
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00

FRINGE BENEFIT FOR LISTED SALARIES INCLUDING PS/PS (6.36% RATE)

Cost:	$5,900.00	
Line Item Total:	$5,900.00	
Account Number:	71200 - Special Education Program	FRINGE BENEFIT FOR LISTED SALARIES
Line Item Number:	206 - Life Insurance	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$360.00	
Line Item Total:	$360.00	
Account Number:	71200 - Special Education Program	FRINGE BENEFIT FOR LISTED SALARIES
Line Item Number:	207 - Medical Insurance	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:		

	$50,000.00	
Line Item Total:	$50,000.00	
Account Number:	71200 - Special Education Program	FRINGE BENEFIT FOR LISTED SALARIES
Line Item Number:	208 - Dental Insurance	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$360.00	
Line Item Total:	$360.00	
Account Number:	71200 - Special Education Program	FRINGE BENEFIT FOR LISTED SALARIES (6% RATE)
Line Item Number:	211 - Local Retirement	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$8,500.00	

Line Item Total:	$8,500.00

Account Number:	71200 - Special Education Program
Line Item Number:	212 - Employer Medicare
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$2,863.75
Line Item Total:	$2,863.75

FRINGE BENEFIT FOR LISTED SALARIES INCLUDING PS/PS (1.45% RATE)

Account Number:	71200 - Special Education Program
Line Item Number:	429 - Instructional Supplies & Materials
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$2,000.00

TO PAY FOR INSTRUCTIONAL SUPPLIES AND MATERIALS TO SUPPORT SE PRESCHOOL STUDENTS IEPs SUCH AS SPECIFIC ASSISTIVE TECHNOLOGY DEVICES, IPAD APPS, SOFTWARE, INDEPENDENT LIVING AIDS, BUILDING BLOCKS AND OTHER DEVICES UNDER $100 EACH. INCLUDES APPROPRIATE FUNDS IN INSTRUCTIONAL SUPPLIES AND MATERIALS FOR PS/PS.

Line Item Total:	$2,000.00
Account Number:	71200 - Special Education Program
Line Item Number:	725 - Special Education Equipment
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$1,928.18
Line Item Total:	$1,928.18

TO PAY FOR INSTRUCTIONAL EQUIPMENT FOR SPECIAL EDUCATION PRESCHOOL STUDENTS WITHIN THE SPECIAL EDUCATION PRESCHOOL CLASSROOMS. ITEMS INCLUDE BUT ARE NOT LIMITED TO DOLLHOUSES, GARAGES, ACTIV PANELS, MACBOOK AIR CLASSROOM COMPUTERS, LIGHT LABS WITH BLOCKS AND PEBBLES, AND OTHER INSTRUCTIONAL PLAY STRUCTURES.
ITEMS ARE $100 OR MORE PER UNIT. NO EQUIPMENT PURCHASE OF $5000 OR MORE PER UNIT BUDGETED; THEREFORE, EQUIPMENT PURCHASES REQUIRING PRIOR APPROVAL IS NOT APPLICABLE. INCLUDES APPROPRIATE FUNDS IN SPECIAL EDUCATION EQUIPMENT FOR PS/PS.

Total for 71200 - Special Education Program:	$281,656.93
Total for all other Account Numbers:	$190,914.07
Total for all Account Numbers:	$472,571.00
Adjusted Allocation:	$472,571.00
Remaining:	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

72220 - Support Services/Special Education Program - $105,873.50

Budget Detail		Narrative Description
Account Number:	72220 - Support Services/Special Education Program	TO PAY SALARY FOR SE ASSESSMENT PERSONNEL (SYSTEM-WIDE INSTRUCTION & SUPPORT) FTE 1
Line Item Number:	135 - Assessment Personnel	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$78,500.00	
Line Item Total:	$78,500.00	
Account Number:	72220 - Support Services/Special Education Program	TO PAY FOR BEHAVIOR LIAISON (.1 FTE SW I&S), TO WORK WITH SPECIAL EDUCATION PRESCHOOL STUDENTS WHICH INCLUDES FOR PRIVATE SCHOOL P/S FOR PRESCHOOLS. TOTAL FTE .1
Line Item Number:	189 - Other Salaries & Wages	
Strategic Plan:		
IDEA:	Private School Proportionate Share	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:		

	1.00
Cost:	$750.00
Line Item Total:	$750.00

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	201 - Social Security
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$4,913.50
Line Item Total:	$4,913.50

FRINGE BENEFITS FOR LISTED PERSONNEL INCLUDING PS/PS (6.2% RATE)

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	204 - Pensions
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	

FRINGE BENEFIT FOR LISTED PERSONNEL INCLUDING PS/PS (6.36% RATE)

	1.00	
Cost:	$5,000.00	
Line Item Total:	$5,000.00	
Account Number:	72220 - Support Services/Special Education Program	FRINGE BENEFIT FOR LISTED PERSONNEL
Line Item Number:	206 - Life Insurance	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$60.00	
Line Item Total:	$60.00	
Account Number:	72220 - Support Services/Special Education Program	FRINGE BENEFIT FOR LISTED PERSONNEL
Line Item Number:	207 - Medical Insurance	
Strategic Plan:		
IDEA:		
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	

Cost: $10,000.00	
Line Item Total: $10,000.00	

Account Number: 72220 - Support Services/Special Education Program	FRINGE BENEFIT FOR LISTED PERSONNEL
Line Item Number: 208 - Dental Insurance	
Strategic Plan:	
IDEA:	
Admin Costs:	
Optional Program Code:	
Location Code: Knox County (470)	
Quantity: 1.00	
Cost: $60.00	
Line Item Total: $60.00	

Account Number: 72220 - Support Services/Special Education Program	FRINGE BENEFITS FOR LISTED PERSONELL INCLUDING PS/PS (6%)
Line Item Number: 211 - Local Retirement	
Strategic Plan:	
IDEA: Private School Proportionate Share	
Admin Costs:	
Optional Program Code:	
Location Code: Knox County (470)	
Quantity: 1.00	
Cost:	

	$90.00
Line Item Total:	$90.00

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	212 - Employer Medicare
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$1,150.00
Line Item Total:	$1,150.00

FRINGE BENEFIT FOR LISTED PERSONNEL INCLUDING PS/PS (1.45% RATE)

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	355 - Travel
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	

TRAVEL SUPPLEMENT FOR LISTED PERSONNEL TO TRAVEL BETWEEN ASSIGNED SCHOOLS AND CENTRAL OFFICES INCLUDING PS/PS.

	$650.00
Line Item Total:	$650.00

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	499 - Other Supplies and Materials
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$1,200.00
Line Item Total:	$1,200.00

TO PURCHASE HIGH SCOPE PROGRAM BOOKS FOR TEACHERS AND PARENTS, MATERIALS, COR ADVANTAGE MATERIALS, CLASSROOM AREA CARPETS, WOBBLE CUSHIONS, CUBE CHAIRS, AND OTHER SUPPLIES AND MATERIALS TO SUPPORT SPECIAL EDUCATION PRESCHOOL STUDENTS, INCLUDING PS/PS.
NO PURCHASES WILL BE MADE FOR ITEMS THAT EXCEED $100 OR MORE WITH A SHELF LIFE OF 3 OR MORE YEARS.

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	524 - In-Service / Staff Development
Strategic Plan:	
IDEA:	Private School Proportionate Share
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	

STAFF DEVELOPMENT/TRAINING RELATED TO SPECIAL NEED PRESCHOOL STUDENTS SUCH AS BUT NOT LIMITED TO AUTISM, SPECIAL ED/MODIFIED INSTRUCTION, LLLI/SLP'S, LEGAL ISSUES, INCLUDING STAFF DEVELOPMENT MATERIALS FOR PS/PS.

	$1,500.00
Line Item Total:	$1,500.00

Account Number:	72220 - Support Services/Special Education Program
Line Item Number:	790 - Other Equipment
Strategic Plan:	
IDEA:	
Admin Costs:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$2,000.00
Line Item Total:	$2,000.00

TO PAY FOR SUPPORT EQUIPMENT FOR SPECIAL EDUCATION PRESCHOOL TEACHERS WITHIN THE SPECIAL EDUCATION PRESCHOOL CLASSROOMS. ITEMS INCLUDE BUT ARE NOT LIMITED TO TEACHER COMPUTERS, LAPTOPS, PROJECTORS AND SCREENS. TO PAY FOR SUPPORT EQUIPMENT SUCH AS LIFTS, PLAYGROUND EQUIPMENT AND SPECIAL EDUCATION CLASSROOM FURNITURE FOR SPECIAL EDUCATION PRESCHOOL STUDENTS.
ITEMS ARE $100 OR MORE PER UNIT.

NO ITEMS WILL COST MORE THAN $5,000 PER UNIT; THEREFORE, EQUIPMENT PURCHASES REQUIRING PRIOR APPROVAL NOT APPLICABLE.

Total for 72220 - Support Services/Special Education Program:	$105,873.50
Total for all other Account Numbers:	$366,697.50
Total for all Account Numbers:	$472,571.00
Adjusted Allocation:	$472,571.00
Remaining:	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

99100 - Transfers Out - $85,040.57

Budget Detail		Narrative Description
Account Number:	99100 - Transfers Out	Indirect Costs 3.69%
Line Item Number:	504 - Indirect Cost	
Strategic Plan:		
IDEA:		
Admin Costs:	Indirect Cost	
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$14,154.92	
Line Item Total:	$14,154.92	
Account Number:	99100 - Transfers Out	CCEIS FUNDS (BUDGETED UNDER IDEA CCEIS)
Line Item Number:	590 - Transfers Out	
Strategic Plan:		
IDEA:	CCEIS-GP Transfer Out	
Admin Costs:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	

Cost:	$70,885.65
Line Item Total:	$70,885.65

Total for 99100 - Transfers Out:	$85,040.57
Total for all other Account Numbers:	$387,530.43
Total for all Account Numbers:	$472,571.00
Adjusted Allocation:	$472,571.00
Remaining:	$0.00

Budget Overview

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

Indirect Cost Guide	
Total Allocation	$472,571.00
Existing Budget In Categories Not Eligible for Indirect Cost	$74,813.83
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$397,757.17
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$383,602.25
Max Indirect Cost	$14,154.92

Filter by Location: All - $472,571.00

Account Number / Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
116 - Teachers	750.00 +$750.00			750.00 +$750.00
135 - Assessment Personnel		78,500.00 +$78,500.00		78,500.00 +$78,500.00
163 - Educational Assistants	190,000.00 +$190,000.00			190,000.00 +$190,000.00
171 - Speech Pathologist	4,250.00 +$4,250.00	0.00		4,250.00 +$4,250.00
189 - Other Salaries & Wages	0.00	750.00 +$750.00		750.00 +$750.00
198 - Non-certified Substitute Teachers	2,500.00 +$2,500.00			2,500.00 +$2,500.00
201 - Social Security	12,245.00 +$12,245.00	4,913.50 +$4,913.50		17,158.50 +$17,158.50
204 - Pensions	5,900.00 +$5,900.00	5,000.00 +$5,000.00		10,900.00 +$10,900.00

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
206 - Life Insurance	360.00 +$360.00	60.00 +$60.00		420.00 +$420.00
207 - Medical Insurance	50,000.00 +$50,000.00	10,000.00 +$10,000.00		60,000.00 +$60,000.00
208 - Dental Insurance	360.00 +$360.00	60.00 +$60.00		420.00 +$420.00
211 - Local Retirement	8,500.00 +$8,500.00	90.00 +$90.00		8,590.00 +$8,590.00
212 - Employer Medicare	2,863.75 +$2,863.75	1,150.00 +$1,150.00		4,013.75 +$4,013.75
355 - Travel		650.00 +$650.00		650.00 +$650.00
429 - Instructional Supplies & Materials	2,000.00 +$2,000.00			2,000.00 +$2,000.00
499 - Other Supplies and Materials	0.00	1,200.00 +$1,200.00		1,200.00 +$1,200.00
504 - Indirect Cost			14,154.92 +$14,154.92	14,154.92 +$14,154.92
524 - In-Service / Staff Development		1,500.00 +$1,500.00		1,500.00 +$1,500.00
590 - Transfers Out			70,885.65 +$70,885.65	70,885.65 +$70,885.65
725 - Special Education Equipment	1,928.18 +$1,928.18			1,928.18 +$1,928.18
790 - Other Equipment		2,000.00 +$2,000.00		2,000.00 +$2,000.00
Total	281,656.93 +$281,656.93	105,873.50 +$105,873.50	85,040.57 +$85,040.57	472,571.00 +$472,571.00
			Adjusted Allocation	472,571.00
			Remaining	0.00

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

Budget Tag Summary

Tag Group	Tag	Budget Amount
Strategic Plan	Academics	$0.00
Strategic Plan	Educators	$0.00
Strategic Plan	Student Readiness	$0.00
IDEA	CCEIS	$0.00
IDEA	CCEIS-GP Transfer Out	$70,885.65
IDEA	Private School Proportionate Share	$45,190.43
Admin Costs	Direct Admin	$0.00
Admin Costs	Indirect Cost	$14,154.92

5/12/2025 5:26:34 PM

Equipment Purchases Requiring Prior Approval

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

N/A

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

A. Adjustment to Local Effort

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

A. Adjustment to Local Effort in Certain Fiscal Years.

IDEA 04 allows an LEA to reduce state and local maintenance of effort by an amount that equals up to 50% of the increase in IDEA funds from the previous year if those funds are used to provide activities authorized under ESEA.

There are limitations to this adjustment. Any LEA identified as not meeting requirements in the State's APR, is prohibited by law from reducing its maintenance of effort figures.

NOTE: If an LEA is determined to have significant disproportionality based on race and ethnicity utilizing state criteria, the LEA must utilize Coordinated Early Intervening Services (Section 618 (d) (2) (B)). The amount expended by an LEA under Coordinated Early Intervening Services shall count toward the maximum amount of expenditures such LEAs may reduce in Item "A" Adjustment to Local Effort (above).

For any fiscal year for which the federal allocation received by a LEA under Section 611(f) Subgrants to LEAs exceeds the amount the LEA received for the previous FY, the LEA may reduce the level of expenditures otherwise required by Section 613(a) (2) (A) (iii) by not more than 50% of the excess. Section 613(a) (2) (C) (i) 300.205

If the LEA chooses to use these funds, the LEA shall use an amount of local funds equal to the reduction in expenditures under clause (i) above, to carry out activities authorized under the Elementary and Secondary Act of 1965. Section 613(a) (2) (C) (ii) 300.205(a)

If the SEA determines that the LEA is unable to establish and maintain programs of free appropriate public education that meet the requirements of Section 613(a) or the SEA has taken action against the LEA under section 616 Monitoring, Technical Assistance and Enforcement, the SEA shall prohibit the LEA from reducing the level of expenditures under clause (i) above for that fiscal year. Section 613(a) (2) (C) (iii)

The amount of funds expended by a LEA under subsection (f) Coordinated Early Intervening Services, shall count toward the maximum amount of expenditures such LEAs may reduce under clause (i) above. Section 613(a) (2) (C) (iv)

If a SEA determines that an LEA is not meeting the requirements of Part B, including the targets in the state's performance plan, the SEA shall prohibit the LEA from reducing its MOE under Section 613(a) (2) (C) for any fiscal year. Section 616(f)

http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

☐ **Please check here if the LEA is using Adjustment to Local Effort in Certain Fiscal Years.**

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

B. Schoolwide Program

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

B. Permissive Use of IDEA funds for Schoolwide Program.

IDEA allows an LEA to use funds to carry out a schoolwide program under Section 1114 of ESEA. If an applicant utilizes these funds, you will report the designated amount for each school and ensure that excess cost and service requirements are met.

LEAs may use IDEA funds to carry out a schoolwide program under Section 1114 of the Elementary and Secondary Education Act (ESEA) of 1965, except that the amount used in any schoolwide program shall not exceed:

- The number of children with disabilities participating in the schoolwide program multiplied by
- The amount received by the LEA for this fiscal year divided by
- The number of children with disabilities in the jurisdiction of the LEA.
  - Section 613(a) (2) (D)

☐ **Please check here if the LEA is using Permissive Use of IDEA Funds for Schoolwide Programs.**

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

Knox County (470) Public District - FY 2026 - Consolidated - Rev 0 - IDEA Preschool

C. Permissive Use of IDEA funds for Coordinated Early Intervening Services (CEIS) - Voluntary

IDEA allows an LEA to use up to 15% of funds, in combination with other amounts (other than education funds), to develop and implement Coordinated Early Intervening Services, which may include interagency financing structures, for students in **kindergarten through grade 12** (with particular emphasis on students in kindergarten through grade 3) who have not been identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment.

NOTE: If an LEA is determined to have significant disproportionality based on race and ethnicity utilizing state criteria, the LEA must utilize Coordinated Early Intervening Services (Section 618 (d) (2) (B)). The amount expended by an LEA under Coordinated Early Intervening Services shall count toward the maximum amount of expenditures such LEAs may reduce in Item "A" Adjustment to Local Effort (above).

Please refer to the IDEA Law, Section 615 (f) (1) - (4) and Section 618(d)(2)(B)(C) available here: http://www.gpo.gov/fdsys/pkg/PLAW-108publ446/html/PLAW-108publ446.htm

Note: If LEA voluntarily takes up to 15%, the funds must be spent from July 1 - June 30, any remaining funds must be returned to IDEA for programming.

CEIS Funds may not be used for preschool services.

☐ **Please check here if the LEA is using Permissive Use of IDEA Funds for Coordinated Early Intervening Services (CEIS) - Voluntary for students that are 5 years old and in Kindergarten.**

FY26 CFA Resources

Click here to open the Technical Application Guide: FY26 CFA.

Click here to open the Federal Spending Handbook for the FY26 Consolidated Funding Application

Click here to open the What's New: FY26 CFA overview.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-283

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/19/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve Tennessee Department of Education Consolidated Application for Fiscal Year 2026, IDEA Part B Grant in the amount of $15,394,458.00 and IDEA Preschool Grant in the amount of $ 472,571.00.

Cost to Knox County Schools

None - IDEA grant

Description and Type of Funding Source

IDEA (Federal funds)

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17379 **R-25-6-207**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of funds from the Tennessee Department of Education for a Fiscal Year 2025 Summer Learning Camps Grant in the amount of $7,670,598.81. *(Schools)*

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE TENNESSEE DEPARTMENT OF EDUCATION FOR A FISCAL YEAR 2025 SUMMER LEARNING CAMPS GRANT IN THE AMOUNT OF $7,670,598.81.

RESOLUTION: R-25-6-207

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools applied for funding from the State of Tennessee Department of Education under the Fiscal Year 2025 Summer Learning Camps Grant; and

WHEREAS, Knox County Schools has received notice that the total amount of funding it will receive under the Fiscal Year 2025 Summer Learning Camps Grant is $7,670,598.81; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the Tennessee Department of Education Fiscal Year 2025 Summer Learning Camps Grant.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of funding from the Tennessee Department of Education for a Fiscal Year 2025 Summer Learning Camps Grant in the amount of $7,670,598.81.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the grant funds by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County (470) Public District - FY 2025 - Summer Learning Camps - Rev 0 - Allocations

Allocation Type (1)	Learning Camps (2)	Sum Learn Transp	Total
Original	$6,407,864.38	$1,162,210.70	$7,570,075.08
Incoming Carryover	$0.00	$0.00	$0.00
Outgoing Carryover	$0.00	$0.00	$0.00
Reallocated	$0.00	$0.00	$0.00
Additional	$0.00	$0.00	$0.00
Released	$0.00	$0.00	$0.00
Consortium	$0.00	$0.00	$0.00
Forfeited	$0.00	$0.00	$0.00
FER Released	$0.00	$0.00	$0.00
Total	$6,407,864.38	$1,162,210.70	$7,570,075.08

TN Department of Education

SY2024-25 Charter School Summer Learning Allocations

Knox County Schools			
School Name	Allocation for Summer Learning Camp	Allocation for Transportation	Total Allocation
Emerald Academy	$71,950.48	$13,049.84	$85,000.32
Knoxville Preparatory	$13,140.15	$2,383.26	$15,523.41

© Tennessee Department of Education

Learning Camp Program Details

Knox County (470) Public District - FY 2025 - Summer Learning Camps - Rev 0 - Learning Camps

For Rising Grades K-3 students

1a. My district is requesting a waiver for summer 2025. Note the waiver can be found in the Data and Information section of ePlan and must be submitted prior to the funding application submission.

Yes

1b. My waiver has been submitted.

Yes

* 2. What is the camp start date?

06/03/2025

* 3. What is the camp end date?

06/25/2025

4. Total number of days

16

5. What holidays do you plan to take off?

- [ ] Memorial Day
- [x] Juneteenth
- [ ] Other - Add any other additional days the district plans to take off

6. Post test begin date if applicable.

06/23/2025

7. Post test end date if applicable.

06/25/2025

8. My end date ensures students complete the post test prior to camp ending.

Yes

Districts may elect to start administering the post-test as early as June 5th.

* 9. Did the district adopt a policy that requires participation for priority students based on the criteria outlined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

No

Upload the Policy in **Related Documents*

* 10. How many students in your district meet the criteria for priority status as defined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

12,212

* 11. Is your district using other funding sources to support this camp?
Yes

If yes, what funding sources did the district utilize.

- [x] State and Local
- [x] Community Partnership
- [ ] Other

If **Other**, write what funding source was utilized.

12. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

Resources

Summer District Flexibilities

Summer Instructional Time and Waiver Guidance

Summer Transportation Capital Purchases Form

Summer Staffing and Training Guidance

Summer Meal Options

Summer Safety Guidance

Summer Universal Reading Screener Guidance

Summer Curricular Resources

Summer Training for Alternative and Aspiring Educators

SPEAR EIS Coordinator Guidance (Updated March 2025)

SPEAR Enrollment and Attendance Manual (Updated March 2025)

ePlan Application Technical Guide (Updated March 2025)

Account Numbers and Line Items (Updated March 2025)

Budget Narrative Overview (Updated March 2025)

Optional Scheduling Template (Updated March 2025)

Post Testing Guidance (Updated March 2025)

STREAM Camp Program Details

Knox County (470) Public District - FY 2025 - Summer Learning Camps - Rev 0 - STREAM Camp

For STREAM Camp: KCS offers to rising K-5 students

1a. My district is requesting a waiver for summer 2025. Note the waiver can be found in the Data and Information section of ePlan and must be submitted prior to the funding application submission.

Yes

1b. My waiver has been submitted.

Yes

* 2. What is the camp start date?

06/03/2025

* 3. What is the camp end date?

06/25/2025

* 4. Did the district adopt a policy that requires participation for priority students based on the criteria outlined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

No

Upload the Policy in **Related Documents*

* 5. How many students in your district meet the criteria for priority status as defined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

19,757

* 6. Is your district using other funding sources to support this camp?

Yes

If yes, what funding sources did the district utilize.

- [x] State and Local
- [x] Community Partnership
- [ ] Other - If Other, write what funding source was utilized.

7. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

Resources

Summer District Flexibilities

Summer Instructional Time and Waiver Guidance

Summer Transportation Capital Purchases Form

Summer Staffing and Training Guidance
Summer Meal Options
Summer Safety Guidance
Summer Universal Reading Screener Guidance
Summer Curricular Resources
Summer Training for Alternative and Aspiring Educators
SPEAR EIS Coordinator Guidance (Updated March 2025)
SPEAR Enrollment and Attendance Manual (Updated March 2025)
ePlan Application Technical Guide (Updated March 2025)
Account Numbers and Line Items (Updated March 2025)
Budget Narrative Overview (Updated March 2025)
Optional Scheduling Template (Updated March 2025)
Post Testing Guidance (Updated March 2025)

Bridge Camp Program Details

Knox County (470) Public District - FY 2025 - Summer Learning Camps - Rev 0 - Bridge Camp

For Rising Grades 4-9 students

1a. My district is requesting a waiver for summer 2025. Note that waivers can be found in the Data and Information section of ePlan and must be submitted prior to the funding application submission.

Yes

1b. My waiver has been submitted.

Yes

* 2. What is the camp start date?

06/03/2025

* 3. What is the camp end date?

06/25/2025

4. Total number of days

16

5. What holidays do you plan to take off?

- [ ] Memorial Day
- [x] Juneteenth
- [ ] Other - Add any other additional days the district plans to take off

6. Post test begin date if applicable.

06/23/2025

7. Post test end date if applicable.

06/25/2025

8. My end date ensures students complete the post test prior to camp ending.

Yes

Districts may elect to start administering the post-test as early as June 5th.

* 9. Did the district adopt a policy that requires participation for priority students based on the criteria outlined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

No

Upload the Policy in **Related Documents*

* 10. How many students in your district meet the criteria for priority status as defined in the Tennessee Learning Loss Remediation and Student Acceleration Act?

12,212

* 11. Is your district using other funding sources to support this camp?
Yes

If yes, what funding sources did the district utilize.

- [x] State and Local
- [x] Community Partnership
- [ ] Other

If **Other**, write what funding source was utilized.

12. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

Resources

Summer District Flexibilities
Summer Instructional Time and Waiver Guidance
Summer Transportation Capital Purchases Form
Summer Staffing and Training Guidance
Summer Meal Options
Summer Safety Guidance
Summer Universal Reading Screener Guidance
Summer Curricular Resources
Summer Training for Alternative and Aspiring Educators
SPEAR EIS Coordinator Guidance (Updated March 2025)
SPEAR Enrollment and Attendance Manual (Updated March 2025)
ePlan Application Technical Guide (Updated March 2025)
Account Numbers and Line Items (Updated March 2025)
Budget Narrative Overview (Updated March 2025)
Optional Scheduling Template (Updated March 2025)
Post Testing Guidance (Updated March 2025)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Executive Committee of the Knox County Board of Education on the 21st day of May, 2025.

Betsy Henderson

Betsy Henderson, Board Chair

Date: 5-21-2025

DIRECTOR OF SCHOOLS

Dr. Jon Rysewyk, Superintendent

Date: 5-21-2025

RATIFICATION BY THE KNOX COUNTY BOARD OF EDUCATION

This Document is ratified by the Knox County Board of Education on the ____ day of _____, 20___ as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-281

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/28/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Tennessee Department of Education Fiscal Year 2025 Summer Learning Camps Grant in the amount of $7,670,598.81.

State allocation for Summer Learning Camp- rising grades K-3, Summer Learning Bridge Camp- rising grades 4-9, and STREAM Camp which KCS offers to rising K-5 students. The camps will be held June 3-June 25 (with make-up days at elementary through June 27 if needed) for 23 elementary schools, 15 middle schools, and 10 high schools. Transportation will be provided for students within their zone. Additional details for the state allocation (page 1) and programming details (pages 3-8) may be found in the attached pdf.

Cost to Knox County Schools

No cost to KCS

Description and Type of Funding Source

State allocation

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17380 **R-25-6-208**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a Tennessee Department of Education Fiscal Year 2026 Carl D. Perkins Career and Technical Education Grant in the amount of $978,536.14. *(Schools)*

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A TENNESSEE DEPARTMENT OF EDUCATION FISCAL YEAR 2026 CARL D. PERKINS CAREER AND TECHNICAL EDUCATION GRANT IN THE AMOUNT OF $978,536.14.

RESOLUTION: **R-25-6-208**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools applied for funding from the State of Tennessee, Department of Education through the Carl D. Perkins Career and Technical Education Grant; and

WHEREAS, the goal of the Carl D. Perkins Career and Technical Education Grant program is to improve and expand services for students enrolled in career and technical education programs; and

WHEREAS, Knox County Schools has received notice that it has been allocated funding in the amount of $978,536.14 under the Carl D. Perkins Career and Technical Education Grant for Fiscal Year 2026; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the Carl D. Perkins Career and Technical Education Grant for Fiscal Year 2026.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of funding from the Tennessee Department of Education under the Carl D. Perkins Career and Technical Education Grant for Fiscal Year 2026 in the amount of $978,536.14 for the Knox County Schools.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the grant funds by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Budget

Knox County (470) Public District - FY 2026 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Indirect Cost Guide	
Total Allocation	$978,536.14
Existing Budget In Categories Not Eligible for Indirect Cost	$318,330.19
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$660,205.95
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$636,711.31
Max Indirect Cost	$23,494.64

Account Number	Total
71300 - Vocational Education Program	$676,452.74
72130 - Other Student Support	$278,588.76
72230 - Support Services/Vocational Education Program	$0.00
72710 - Transportation	$0.00
99100 - Transfers Out	$23,494.64
Total	$978,536.14
Adjusted Allocation	$978,536.14
Remaining	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

71300 - Vocational Education Program - $676,452.74

Budget Detail		Narrative Description
Account Number:	71300 - Vocational Education Program	Provide an extra block of WBL for high schools that opt-in for either the fall or spring semester (decided by the high school). Job Description Included.
Line Item Number:	189 - Other Salaries & Wages	
Theory of Action:	Theory of Action 1	
Action Steps:	Action Step 5	
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA	
Performance Indicators:		
Optional Program Code:		
Location Code:	Knox County (470)	

Quantity:	1.00
Cost:	$81,000.00
Line Item Total:	$81,000.00

Account Number:	71300 - Vocational Education Program
Line Item Number:	201 - Social Security
Theory of Action:	Theory of Action 1
Action Steps:	Action Step 5
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	

Social Security-Provide a WBL section for an extra block per high school in either the fall or spring semester.

	1.00
Cost:	$5,000.00
Line Item Total:	$5,000.00

Account Number:	71300 - Vocational Education Program
Line Item Number:	204 - Pensions
Theory of Action:	Theory of Action 1
Action Steps:	Action Step 5
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	

TCRS - WBL section for an extra block per high school in either the fall or spring semester.

	1.00
Cost:	$3,500.00
Line Item Total:	$3,500.00

Account Number:	71300 - Vocational Education Program
Line Item Number:	206 - Life Insurance
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4
Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$1,250.00
Line Item Total:	$1,250.00

Life Insurance - Provide a WBL section for an extra block per high school in either the fall or spring semester.

Account Number:	71300 - Vocational Education Program
Line Item Number:	207 - Medical Insurance
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4
Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$3,500.00
Line Item Total:	$3,500.00

Medical Insurance - Provide a WBL section for an extra block per high school in either the fall or spring semester.

Account Number:	71300 - Vocational Education Program
Line Item Number:	208 - Dental Insurance

Dental Insurance - Provide a WBL section for an extra block per high school in either the fall or spring semester.

Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4
Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$1,200.00
Line Item Total:	$1,200.00

Account Number:	71300 - Vocational Education Program
Line Item Number:	429 - Instructional Supplies & Materials
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 1

Instructional Supplies and Materials to support CTE classroom instruction.

Use of Funds:	Technical Skill Development Integration of Academic Skills Program of Study Implementation
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$127,672.55
Line Item Total:	$127,672.55

Account Number:	71300 - Vocational Education Program
Line Item Number:	499 - Other Supplies and Materials
Theory of Action:	Theory of Action 1
Action Steps:	Action Step 4
Use of Funds:	Technical Skill Development Integration of Academic Skills

Student participation in CTE aligned industry credentials and CTE aligned dual credit exam fees.

	Program of Study Implementation Program Evaluations, Including CLNA
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$135,000.00
Line Item Total:	$135,000.00

Account Number:	71300 - Vocational Education Program
Line Item Number:	730 - Vocational Instruction Equipment
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 1
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development

Equipment to support the expansion and enhancement of CTE Programming.

Integration of Academic Skills

Program of Study Implementation

Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$318,330.19
Line Item Total:	$318,330.19

Total for 71300 - Vocational Education Program:	$676,452.74
Total for all other Account Numbers:	$302,083.40
Total for all Account Numbers:	$978,536.14
Adjusted Allocation:	$978,536.14
Remaining:	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

72130 - Other Student Support - $278,588.76

Budget Detail		Narrative Description
Account Number:	72130 - Other Student Support	.5 FTE College and Career Specialist Position to support the expansion of middle grades career exploration activities as well as CTE-aligned EPSOs and the high school level. Job Description Included.
Line Item Number:	123 - Guidance Personnel	
Theory of Action:	Theory of Action 2	
Action Steps:	Action Step 4	
Use of Funds:	Career Exploration and Career Devel... Professional Development Integration of Academic Skills	
Performance Indicators:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$60,895.25	

Line Item Total:	$60,895.25	
Account Number:	72130 - Other Student Support	Part-time Work Based Learning Liaison (retired personnel - pay no state retirement) to support the expansion and implementation of the district WBL courses. Job Description included.
Line Item Number:	189PD - Other Salaries & Wages (PD)	
Theory of Action:	Theory of Action 1	
Action Steps:	Action Step 2	
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development Program of Study Implementation	
Performance Indicators:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$20,000.00	
Line Item Total:	$20,000.00	
Account	72130 - Other Student Support	.5 FTE College and Career Specialist

Number:	
Line Item Number:	201 - Social Security
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4
Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$5,200.00
Line Item Total:	$5,200.00

Account Number:	72130 - Other Student Support
Line Item Number:	201 - Social Security
Theory of	Theory of Action 1

Part-time Work Based Learning Liaison to support the expansion and implementation of the district WBL courses.

Action:	
Action Steps:	Action Step 2
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development Program of Study Implementation
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$3,100.00
Line Item Total:	$3,100.00

Account Number:	72130 - Other Student Support
Line Item Number:	204 - Pensions
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4

.5 FTE College and Career Specialist

Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$7,000.00
Line Item Total:	$7,000.00

Account Number:	72130 - Other Student Support
Line Item Number:	206 - Life Insurance
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4
Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	

.5 FTE College and Career Specialist

Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$30.00
Line Item Total:	$30.00

Account Number:	72130 - Other Student Support
Line Item Number:	207 - Medical Insurance
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4
Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location	Knox County (470)

.5 FTE College and Career Specialist

Code:	
Quantity:	1.00
Cost:	$3,200.00
Line Item Total:	$3,200.00

Account Number:	72130 - Other Student Support
Line Item Number:	208 - Dental Insurance
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 4
Use of Funds:	Career Exploration and Career Devel... Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$30.00

.5 FTE College and Career Specialist

Line Item Total:	$30.00	
Account Number:	72130 - Other Student Support	CTE specialist, CTE teacher, administrator, paraprofessional, and counselor participation in professional development to support college and career awareness and advisement, content and technical knowledge within CTE, increasing EPSOs, and support for academic areas within CTE.
Line Item Number:	524PD - In-Service / Staff Development (PD)	
Theory of Action:	Theory of Action 2	
Action Steps:	Action Step 2	
Use of Funds:	Professional Development	
Performance Indicators:	2S2	
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$93,133.51	
Line Item Total:	$93,133.51	
Account Number:	72130 - Other Student Support	CTE director PD, state meetings, attendance at conferences
Line Item	524PD - In-Service / Staff Development	

Number:	(PD)
Theory of Action:	Theory of Action 2
Action Steps:	Action Step 2
Use of Funds:	Professional Development Program of Study Implementation Program Evaluations, Including CLNA
Performance Indicators:	2S2
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$10,000.00
Line Item Total:	$10,000.00

Account Number:	72130 - Other Student Support
Line Item Number:	524PD - In-Service / Staff Development (PD)
Theory of Action:	Theory of Action 1

WBL certification and WBL recertification training participation through PD

Action Steps:	Action Step 1
Use of Funds:	Professional Development
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$5,000.00
Line Item Total:	$5,000.00

Account Number:	72130 - Other Student Support
Line Item Number:	599C - Other Charges (CTSO)
Theory of Action:	Theory of Action 1
Action Steps:	Action Step 3
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development

Support CTSO Participation and Travel

	Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA
Performance Indicators:	
Optional Program Code:	
Location Code:	Knox County (470)
Quantity:	1.00
Cost:	$71,000.00
Line Item Total:	$71,000.00

Total for 72130 - Other Student Support:	$278,588.76
Total for all other Account Numbers:	$699,947.38
Total for all Account Numbers:	$978,536.14
Adjusted Allocation:	$978,536.14
Remaining:	$0.00

Budget Detail

Knox County (470) Public District - FY 2026 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

99100 - Transfers Out - $23,494.64

Budget Detail		Narrative Description
Account Number:	99100 - Transfers Out	Indirect Cost
Line Item Number:	504 - Indirect Cost	
Theory of Action:	Theory of Action 2	
Action Steps:	Action Step 2	
Use of Funds:	Program of Study Implementation	
Performance Indicators:		
Optional Program Code:		
Location Code:	Knox County (470)	
Quantity:	1.00	
Cost:	$23,494.64	
Line Item Total:	$23,494.64	

Total for 99100 - Transfers Out:	$23,494.64
Total for all other Account Numbers:	$955,041.50
Total for all Account Numbers:	$978,536.14
Adjusted Allocation:	$978,536.14
Remaining:	$0.00

Local Application Component

Knox County (470) Public District - FY 2026 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Describe how Local Application Component #1 is addressed in this application.

Our CLNA results were similar to our larger district data analyses in that it highlights gaps in academic performance and in CTE program participation (Especially in areas like Health Sciences, Information Technology, and STEM) among our more underserved student subgroups (BHN, SWD, EL). In a district of 16 high schools and approximately 20,000 high school students, our efforts to address programming opportunities and gap closure for underserved students are in reality aimed at ensuring that all students and all campuses provide equitable opportunities for the students they serve. In other words, the academic and CTE offerings that exist in each school, and the advising and support that exist ensure that each student is afforded with the opportunity to participate and succeed.

Based on the findings of the local needs assessment our goals are focused on two areas. Our Theory of Action number I is if KCS district leaders develop structures and systems to improve equity and access of students in CTE programs, then teachers will increase their knowledge and skills on work-based learning activities, career and student organizations, and industry credentials, resulting in an increased in the number of students participating in work-based learning activities including WBL capstone course; engagement in career and student organizations at the district, state, and national levels; and students earning early postsecondary opportunities.

We are concentrating on several steps to address the CLNA and our subgroup deficiencies through this theory of action and affiliated action steps. Items like the expansion of career-based activities. including career fairs, investing in tools and resources to support counseling and individualized career advisement (YouScience), support for college and career awareness through the .5 FTE, support for WBL expansion through the timecard WBL Liaison position, support for an extra block of Work-Based Learning per high school.

Our Theory of Action number II is if KCS district leaders develop a framework to improve district and school level partnerships, then school CTE leaders will better utilize advisory committees and partner input resulting in improved program decisions and increased student opportunities for engagement and advisement.

Through this theory of action and affiliated action steps, we are concentrating on several steps to address the CLNA to justify the alignment of the labor market need and the CTE programs of study while providing access and equity amongst the CTE programs of study(s).

Describe how Local Application Component #2 is addressed in this application.

In a district the size of Knox County, we have a wide range of CTE programming that spans 49 different programs of study. Workforce data support each of these programs as having appropriate job growth over the next 5 years and post-graduation opportunities for education and employment in high-wage careers in the greater Knoxville region. However, when matching up these programs with our need to engage a larger and more diverse group of students in fields such as STEM and IT, there are opportunities to balance our program offerings to increase the number of students who have exposure to these career fields. We are continuing to refine existing IT programs moving into more focus on coding and cybersecurity and less on Networking. We hold advisories and work closely with our Chamber of Commerce to identify new trends and workforce needs in our area and we have attempted to update our principals and counselors on this information over time. We invest a good amount of funds into both industry credentials for students and participation in CTSO activities as we see both of these being important supports to expanding students' awareness for and engagement in career education. KCS is leveraging the online platform for students to see their aptitude and interest in careers and potential college programs in an effort for students to learn more about CTE course offerings.

Describe how Local Application Component #3 is addressed in this application.

We are implementing the YouScience interest and aptitude inventory for the fourth year with our 7th and 9th grade students to serve as a data point that can be used to inform several student decisions. For 7th grade students, the YouScience data will provide them with a look at their individual strengths as they plan for selecting high school classes, especially introductory CTE Electives. It also provides students with an electronic resource where they can research and

explore the career clusters that are most aligned with their skills. In addition, students will engage in events with partners to learn about employability skills, high school CTE and EPSOs, college, and careers opportunities. There are structures built within the 865 Academy model that are strategic and intentionally aligned to specific industries and utilize a series of recurring and guaranteed experiences throughout middle and high school to help students integrate academic skills as they explore career pathways and options.

We have suggested that our middle schools utilize the Career Awareness, Career Exploration, and Career Advisement and Planning courses as a way to facilitate career exposure opportunities that will ultimately lead to a capstone experience in 9th grade when all students will take a course called Freshman Seminar. At the conclusion of this course, students will pull from prior experiences and knowledge to make an informed decision about the CTE program(s) of study they will choose to pursue from 10th-12th grades.

We have partnerships with several local trade associations that provide opportunities for paid summer internships and career fairs for our students to learn more about career opportunities in the trades. In addition, our middle and high school counselors work with outside school partners to arrange a variety of college and career-related activities including parent nights and ACT/FAFSA informational meetings. We also provide high school juniors with a Knox County Schools College and Career Fair experience each year.

KCS is in a consultative relationship with Ford Next Generation Learning through our partnership with the Knox Education Foundation to expand and continue the conversation on college and career readiness with important stakeholders in our community. Through a series of focus groups, Ford NGL, Knox Education Foundation, and KCS brought together local business and postsecondary leaders, teachers, administrators, students, and parents to discuss the role of the high school experience in preparing students for success in the local/regional job marketplace. Stakeholders worked together to create a Ford NGL master plan which includes a more structured approach to CTE, Academics, and postsecondary/career readiness through an academy high school model.

Describe how Local Application Component #4 is addressed in this application.

We continually provide professional development for teachers, counselors, and administrators over a variety of subjects including work-based learning, state standards, and local curriculum. We are continuing to build a standardsaligned curriculum for our STEM course with the University of Tennessee Knoxville, Tickle College of Engineering, to increase the consistency of instruction across our classrooms and incorporate the mathematical and critical thinking skills that are emphasized by the instructional staff at UTK. In addition, we continue to expand our EPSO offerings through industry credentials, dual enrollment, dual credit, CLEP, and the inclusion of Advanced Placement offerings through our TDOE CTE Pathways. We have set a goal to support at least one EPSO through each of our 40-different CTE programs of study.

While we have seen the number of industry credentials earned by students increase each year, with the newly adopted list of industry credentials published by the state, and pending changes related to the redesign of the ready graduate indicator, we will continue to examine the value of the industry credentials offered by each of our CTE programs to our students, and the feasibility of including these new or existing industry credentials in the CTE programs. We are seeing new and additional options in areas like our health sciences and IT programs for dual enrollment and dual credit which also can provide students with an advantage if they are considering continued studies in these fields.

Describe how Local Application Component #5 is addressed in this application.

As stated in the CLNA, our focus to address the needs of all populations in a district our size comes through the professional development of school leaders, counselors, and teachers across our 32 secondary campuses. It also comes through the building of equitable and viable CTE programming at all high schools to ensure that the opportunities to engage in quality CTE programming that is aligned to workforce demands and high-wage careers are accessible to all students. Tools like YouScience give us data to better identify the capabilities on aptitude and interests of our students from all backgrounds and can be used to direct work-based learning activities, high school schedules, transition plans, and career experiences. KCS received our Ford NGL designation in Spring 2022. Our investment in launching the Ford NGL model for career academies is aimed at building structures in our high schools that ensure that every student is strategically involved in the best fit program related to their career interests. We are hoping these strategies will also impact non-traditional participation as students are exposed and educated about career fields that they may not have had much previous experience with. Lastly, we are changing our practices for funding CTSO representation by factoring in student SES in our high schools as we think about providing funding to our CTSO programs. This will hopefully alleviate the strain of providing CTSO programming in schools that have little ability to fundraise or depend on parental support.

Describe how Local Application Component #6 is addressed in this application.

Work-Based Learning (WBL) placements and experiences could continue to be challenging due to the restrictions, if placed, on individual employers' expectations for students coming on and off their premises. We have a variety of practicum classes that can be more project-based and provide opportunities for individual teachers/schools to partner with businesses in their community. We are working with our own Knox County Schools Maintenance Department to create WBL placements for students in the areas of the construction trades (plumbing/HVAC/electrical/carpentry). We are intentionally focused on high schools with aligned CTE programs to recruit students for this WBL placement opportunity. We are hopeful that additional WBL placements and WBL experiences through summer or fall/spring breaks camps will result from our partnership with Pellissippi State Community College as recipients of a GIVE grant in the area of IT. Multiple businesses are signed on as partners as well and Pellissippi State Community College has appointed a Work-Based Learning Coordinator to promote activities for students from our middle and high schools. As mentioned before, creating stronger advisory partnerships through work like the Ford NGL academies is crucial to creating meaningful WBL experiences and practicum opportunities.

Describe how Local Application Component #7 is addressed in this application.

We continue to substantially increase our funding for industry credentials and our expansion with different industry credentials being included in our CTE programs in efforts to support at least one EPSO through each of our 49-different CTE programs of study(s). The result has been a significant increase in the number of industry credentials earned since FY18. We remain committed to exploring new options for industry credentials and piloting these in our courses to determine the best way to supplement our state standards with these important industry credentials. We are also incorporating CLEP examinations, AP coursework, Dual Enrollment, Dual Credit by Industry Credential, and Dual Credit Courses into our CTE programs. Also, with the expansion of virtual offerings from our local community colleges and our district's move to every student having a Chromebook, we believe that more students will have access to dual enrollment offerings, even if their school is located far from a community college campus.

Describe how Local Application Component #8 is addressed in this application.

Knox County Schools established an Educator Preparation Provider (EPP) program approved by the State of Tennessee. We developed a regional EPP that serves newly hired occupational licensed teachers from the East CORE Region of Tennessee. We considered the establishment of an internal EPP our primary strategy for the effective recruitment, preparation, and retention of new CTE teachers. We are able to provide new occupational CTE teachers with a job-embedded pathway to licensure at a lower cost than any of the postsecondary institutions in our part of the state. Our intention is to implement the SREB T2L curriculum which is aligned with the InTASC Standards and the Danielson Frameworks for instruction. New instructors will be paired with mentors at the district and school levels. SREB provides training and coaching for administrators and district leaders to ensure that follow-up support for the teacher candidates is meaningful and consistent. The long-term sustainability of the Occupational EPP will rely on some Perkins dollars to sustain and provide services for consultation, training, and curriculum resources, which is reflected in the FY25 action plan.

Describe how Local Application Component #9 is addressed in this application.

Knox County School's disparity gaps among our CTE population are a mirror of our disparities as a larger district. In a district the size of Knox County Schools, we recognize we have a diverse group of students that represent a diverse set of schools and communities. We recognize that we face additional challenges in some of our communities, such as language barriers in our communities with high immigrant populations. We face the challenges of poverty in many of our rural and urban schools. Unfortunately, these communities are often also reflective of our student populations of color (BHN or EL). As a district, we have recognized to that along with poverty, and the situations that lead to families moving to the United States, there are also factors related to trauma that students have experienced and the social-emotional aspects of students' ability to engage appropriately in their academic programs. This has driven a districtwide focus on training teachers to work with students who have experienced trauma.

Our district's focus on early literacy interventions is aimed at preventing students from reaching high school with significant gaps in their ability to read, which is a common factor that inhibits student performance, especially among our ED and SWD populations. We know the role that life experiences and the education of the parents play in students' development of fundamental reading and math skills. These are large, ongoing, complex issues that require long-term strategies that touch both the schools and the communities from which our students come.

Counselors in our middle and high schools work with students and families to promote CTE pathways planning and aligned college and career opportunities as well as support all students with FAFSA and college applications. Expansion of EPSO opportunities in CTE through a variety of options will continue to

increase the diversity of the students who are participating in EPSOs and ultimately achieving ready graduate status with the State of Tennessee.

Our Knox County Schools RTI Department staff members are assigned to each elementary, middle, and high school to support teachers and students in RTI. Each high school has implemented tutoring services for students to address specific gaps. Additionally, most high schools offer ACT prep classes however not all students are required to take the ACT prep course due to scheduling.

Click here to access the FY26 CTE Perkins Basic Local Application Guide

Theory of Action #1

Knox County (470) Public District - FY 2026 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

If, Then Statement

If KCS district leaders continue to develop structures and systems that improve equity and access of students in CTE programs, then teachers will increase their knowledge and skills in work-based learning activities, career and student organizations, and industry credentials, resulting in an increased in the number of students participating in work-based learning activities; engagement in career and student organizations at the district, state, and national levels; and students earning early postsecondary opportunities.

Action Step	Outcome	Evaluation Strategy	CIP								CLNA				State Priorities				Timeline												PD Activity	PD Audience				Equipment	Equipment POS and School
			151 - Graduation Rate	251 - Academic Proficiency - Reading/Language Arts	252 - Academic Proficiency - Math	253 - Academic Proficiency - Science	351 - Postsecondary Placement	451 - Non-traditional Enrollment	553 - WBL	554 - Ready Graduate	1 - Student Performance	2 - Justify Alignment	3 - Growth Opportunities	4 - Teacher Recruitment, Retainment, Development	5 - Equity and Access	Seamless Transitions	Industry Credentials	Individual Advising	Workbased Learning	Monthly	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June		Teachers	Admin / Leadership	Counselors	Paraprofessionals		
AS1-The CTE Department will engage in strategic planning and support to increase the overall quality of WBL implementation and placements across the district by (a) working with community and industry partners to develop opportunities for WBL placements that are tightly aligned to CTE programs of study as well as high wage, high skill, and indemand professions, and (b) providing professional development for teachers, counselors, and administrators at various times throughout the year at department chair meetings, counselor meetings, and principal meetings to increase understanding for WBL and expand access to WBL capstone courses aligned to CTE programs of study.	Increase awareness on the part of administrators and counselors related to the critical compliance and liability factors within WBL course and placements. KCS WBL & practicums course student enrollment will increase by 5%. Ensure that principals are approving high-quality student placements to increase opportunities for students from all backgrounds, especially those in non-traditional programs, to reach concentrator status.	CTE Director will monitor WBL certification and recertification training participation through PD credit requests and/or travel reimbursements. Internally professional development for teachers, counselors, and administrators will be monitored by agendas and signin sheets. These evaluations will occur at the end of each semester.																													Teachers will attend WBL certification and recertification training. KCS will also provide professional development for teachers, counselors, and administrators at various times throughout the year at department chair meetings, counselor meetings, and principal meetings to increase understanding of WBL and expand access to WBL capstone courses aligned to CTE programs of study.						
AS2-The CTE Department will provide a WBL Liaison personnel to support and train teachers and CTE staff to coordinate and monitor WBL placements.	The WBL Liaison will support, train, and monitor teachers with WBL placements and WBL portfolios therefore there will be an increase in WBL student placements and portfolios. KCS WBL & practicums course student enrollment will increase by 5%.	The CTE Director and WBL content CTE Specialist will oversee a WBL Liaison serving in support of high quality WBL placements and support the coordination and monitoring of WBL across the district. Time and effort will be tracked and documented using a monthly PARs form for this time and position.																													The WBL Liaison will provide PD and updates during inservice, district learning days (DLD), and other sessions as needed						

AS3-Knox County Schools will support teacher and student participation in CTSOs to intentionally expand to all students, including nontraditional and those representing special populations, opportunities to compete and develop leadership skills appropriate to their chosen CTE program of study.	The district will see an increase in CTSO participation across all program areas including subgroups that will align with overall district enrollment. Students will be able to practice knowledge and skills learned in the classroom through competition. In addition, a model for providing scholarships for allowable student expenses (hotel and transportation) for students from the highest need, and most diverse KCS schools to improve participation among our ED, BHN, and EL populations. We will look to grow CTSO membership by 5%	The CTE Director will monitor and approve CTSO related travel. CTE Director will keep records of teachers attending the CTSO events. The CTE Department will pay for teacher travel and where CTSO students have qualified for the next level of competition and supplement student costs as needed to supplement student fundraising efforts. CTE Director will monitor PD through fiscal expenditures. CTSO competitions are conducted primarily in the spring semester of 2026.
AS4-The CTE Director and CTE Specialists will increase early postsecondary opportunities through dual enrollment, dual credit, dual credit by industry credentials, CLEP exams, statewide dual credit, and industry credentials offered within CTE programs through partnerships with TCAT Knoxville, Pellissippi State Community College, Roane State Community College, Lincoln Memorial University, etc. which will include funding student transportation to facilitate participation in testing or a postsecondary visit as needed	KCS will provide at least one EPSO engagement opportunity in each KCS CTE programs of study(s). KCS will increase ESPO opportunities in areas such as dual enrollment, dual credit, dual credit by industry credentials, CLEP exams, statewide dual credit, and industry credentials in CTE programs of study(s).	CTE Director will track the number of students taking advantage of district-provided transportation for testing and postsecondary visits at the end of the year. The CTE Director and Specialists will provide guidance and oversight related to student participation in Industry Certifications, including guidelines for participation, support for student registration, monitoring of financial records related to the purchase of vouchers, assessments, etc. The CTE Director will monitor progress by tracking the number of industry certifications attempted/obtained at the end of each semester. Final assessment of EPSO participation to be collected on a semester-basis.
AS5-The CTE Department will provide a WBL section, an extra block, per high school in either the fall or spring semester (decided by the high school administration) by either current certified or retired personnel to teacher the WBL course thus increasing WBL access for students.	increase the capacity and number of students taking advantage of WBL student placements and portfolios within each high school. KCS WBL & practicums course student enrollment will increase by 5%.	The CTE Director, the aligned CTE Specialist, and the WBL Liaison will support teachers taking on an extra section of WBL in placing students in high-quality WBL placements and support the coordination and monitoring of WBL across the district. Time and effort will be tracked and documented using a monthly PARs form for this fund and position.

Action Step 1

$ 5,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 1 from the Budget Page.

Outline the key priorities for spending.

WBL certification and WBL recertifications training participation through PD

Action Step 2

$ 71,100.99 Amount

The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page.

Outline the key priorities for spending.

Part-time WBL Liaison to support the expansion of WBL across the district

Action Step 3

$ 71,800.00 Amount

The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.

Outline the key priorities for spending.

CTSO travel and support.

Action Step 4

$ 135,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.

Outline the key priorities for spending

Industry credential and EPSO opportunities

Action Step 5

$ 80,500.00 Amount

The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.

Outline the key priorities for spending

Extra section of WBL at select schools

Action Step 6

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending

Action Step 7

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending

Action Step 8

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.

Outline the key priorities for spending

Action Step 9

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.

Outline the key priorities for spending

Action Step 10

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.

Outline the key priorities for spending

Theory of Action #2

Knox County (470) Public District - FY 2026 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

If, Then Statement

If KCS district leaders develop a framework to improve district and school level partnerships, then school CTE leaders will better utilize advisory committees and partner input resulting in improved program decisions and increased student opportunities for engagement and achievement.

Action Step	Outcome	Evaluation Strategy	CIP								CLNA					State Priorities				Timeline											PD Activity	PD Audience				Equipment	Equipment POS and School
			1S1 - Graduation Rate	2S1 - Academic Proficiency - Reading/Language Arts	2S2 - Academic Proficiency - Math	2S3 - Academic Proficiency - Science	3S1 - Postsecondary Placement	4S1 - Non-traditional Enrollment	5S3 - WBL	5S4 - Ready Graduate	1 - Student Performance	2 - Justify Alignment	3 - Growth Opportunities	4 - Teacher Recruitment Retainment, Development	5 - Equity and Access	Seamless Transitions	Industry Credentials	Individual Advising	Workbased Learning	Monthly	July	Aug	Sept.	Oct.	Nov.	Dec.	Jan.	Feb	March	April	May	June		Teachers	Admin / Leadership	Counselors	Perspectives/Levels		
ASI-Through consultation with advisory committees, local workforce development agencies, and the KCS CTE specialists, the CTE Director will develop an equipment plan to improve the quality of CTE programming across the district. Progress across the district will be supported through the addition of classroom equipment, software, and resources that support students in meeting classroom standards, participating in industry certifications, and engaging in early postsecondary opportunities.	CTE Equipment upgrades and additions will allow teachers to provide instruction that meets post-secondary and industry standards, ultimately increasing the success rates of students participating in dual credit, dual enrollment, and industry certifications. Equipment to support new programs will also further support student engagement in CTE programs aligned to high wage, high skill, and in-demand careers.	CTE Director will utilize a needs assessment completed by advisory council members to guide the purchase of equipment, software, and resources for CTE programs (Fall 2025). The CTE Director will monitor quarterly equipment, software, and resource purchases for CTE programs																																	Austin East High School: Air purifier Delux Debra Minikin Naomi Manikin AED Trainer 4 pack Brandon High School: Computer Lab (aged out - Sweet) Computer Lab (aged out - Ayla) 1 B Scientific Lifesize Deluxe muscle Arm model 3 B Scientific Lifesize Deluxe muscle Leg model 3 B Scientific Deluxe Muscle torso 3 B Scientific Knee Joint Model w/ muscles 3 B Scientific Elbow Joint Model w/ muscles 3 B Scientific Shoulder Joint Model w/ Rotator Cuff Clinton Therapy Table Desktop Computers (Aged Out) Desktop Monitors VEX EXP Large Classroom Bundle VEX Classroom Cart Byington Skin fold caliper Gamemaster 12 inch Carter High School: Filac Electronic Thermometer/CHS Air purifier/CHS Naomi Manikins/CHS Delux Debra Minikin/CHS Central High School: Blood Pressure Diagnostic Set Littmann Lightweight II SE Stethoscope Pulse oximeter Farragut High School SmartTV Computer Lab (aged out - Parks) AED Trainer 4 pack Hospital bed package Air Assault Bike Fulton High School: Air purifier Delux Debra Minikin Naomi Manikin Manikins Hollis High School: Digital Scale Wheelchair Air purifier Delux Debra Minikin Naomi Manikin Hardin Valley Academy: ADC Adacpac Clinical Teaching Stethoscope Human Blood Smear Slide-Wright's stain Cow Blood Smear Slide Simulated Blood Smearing Lab Activity Wards White Blood Cell Count Diagnostic Tool Lab Activity Wards Antibiotic Resistance Kit Antibiotic Effects Lab Activity Clinical Diagnosis of Diabetes Simulated Blood and Urine Kit Karns High School: cameras Naomi 3400 with lens Hospital bed package Air purifier Delux Debra Minikin Naomi Manikin Mella Guest 35 i pRad LAN STEM Computer lab Powell High School: Hospital bed package Simulation Communication Whiteboard South-Doyle High School: Air purifier Delux Debra Minikin Naomi Manikin Hoan Model Hospital curtains and tracks Clinton Therapy Tables West High School: Ultra Fit Foam Roller Air purifier Delux Debra Minikin Naomi Manikin	Austin East High School: Cosmetology/AEHS Cosmetology/AEHS Cosmetology/AEHS Nursing Services/AEHS Brandon High School: Business Management/BHS Marketing/BHS Sport & Human Performance/BHS Sport & Human Performance/BHS Sport & Human Performance/BHS Sport & Human Performance/BHS Sport & Human Performance/BHS Sport & Human Performance/BHS Coding/BHS Coding/BHS STEM/BHS STEM/BHS Byington Sport & Human Performance/Byington Sport & Human Performance/Byington Carter High School: Therapeutic Services/CHS Cosmetology/CHS Cosmetology/CHS Cosmetology/CHS Central High School: Nursing Services/CHS Nursing Services/CHS Nursing Services/CHS Farragut High School: Business Mgmt/Accounting/FHS Marketing/FHS Nursing Services/FHS Nursing Services/FHS Sport & Human Performance/FHS Fulton High School: Cosmetology/FHS Cosmetology/FHS Cosmetology/FHS MEP/FHS MEP/FHS Gibbs High School: Cosmetology/GHS Cosmetology/GHS Cosmetology/GHS Cosmetology/GHS Halls High School: Therapeutic Services/HHS Therapeutic Services/HHS Cosmetology/HHS Cosmetology/HHS Cosmetology/HHS Hardin Valley Academy: Nursing Services/HVA Diagnostic Services/HVA Diagnostic Services/HVA Diagnostic Services/HVA Diagnostic Services/HVA Diagnostic Services/HVA Karns High School: DAD/KHS Nursing Services/KHS Cosmetology/KHS Cosmetology/KHS Cosmetology/KHS MEP/KHS MEP/KHS L&N STEM: DAD / L&N Powell High School: Nursing Services/PHS Nursing Services/PHS South-Doyle High School: Cosmetology/SDHS Cosmetology/SDHS Cosmetology/SDHS Sport & Human Performance/SDHS Sport & Human Performance/SDHS Sport & Human Performance/SDHS West High School: Sport & Human Performance/WHS Cosmetology/WHS Cosmetology/WHS Cosmetology/WHS

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The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending

Action Step 7

$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending

Action Step 8

$ 0.00 Amount

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Outline the key priorities for spending

Action Step 9

$ 0.00 Amount

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Outline the key priorities for spending

Action Step 10

$ 0.00 Amount

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Outline the key priorities for spending

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-282

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/19/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve the FY26 Carl D. Perkins federal consolidated grant allocation for Career and Technical Education from the State of Tennessee Department of Education. The application has been approved by LEA representatives and has been submitted to the state for approval.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17381 **R-25-6-209**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a Tennessee Department of Education Fiscal Year 2025 Additional Targeted Support and Improvement (ATSI) 24 Grant in the amount of $200,000.00.
(Schools)

Attachments

Resolution

Detail

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A TENNESSEE DEPARTMENT OF EDUCATION FISCAL YEAR 2025 ADDITIONAL TARGETED SUPPORT AND IMPROVEMENT (ATSI) 24 GRANT IN THE AMOUNT OF $200,000.00.

RESOLUTION: **R-25-6-209**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools has applied for funding from the Tennessee Department of Education under the Fiscal Year 2025 Additional Targeted Support and Improvement (ATSI) 24 Grant; and

WHEREAS, Knox County Schools has received notice that it has been awarded the amount of $200,000.00; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the Tennessee Department of Education Additional Targeted Support and Improvement (ATSI) 24 Grant.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of a Tennessee Department of Education Fiscal Year 2025 Additional Targeted Support and Improvement (ATSI) 24 Grant in the amount of $200,000.00.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the grant award by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Budget Overview

Knox County (470) Public District - FY 2025 - ATSI 24 Grant - Rev 0 - ATSI 24 Grant

Indirect Cost Guide	
Total Allocation	$200,000.00
Existing Budget In Categories Not Eligible for Indirect Cost	$0.00
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	$200,000.00
Indirect Cost Rate	3.69%
Max Available Budget In Categories Eligible for Indirect Cost	$192,882.64
Max Indirect Cost	$7,117.36

Filter by Location: All - $200,000.00

Account Number / Line Item Number	71100 - Regular Instruction Program	99100 - Transfers Out	Total
116 - Teachers	47,197.00		47,197.00
163 - Educational Assistants	31,838.00		31,838.00
189 - Other Salaries & Wages	82,949.09		82,949.09
201 - Social Security	12,295.25		12,295.25
204 - State Retirement	10,974.75		10,974.75
206 - Life Insurance	113.28		113.28
207 - Medical Insurance	7,000.00		7,000.00
208 - Dental Insurance	95.99		95.99
211 - Local Retirement	1,536.64		1,536.64
504 - Indirect Cost		6,000.00	6,000.00
Total	194,000.00	6,000.00	200,000.00
		Adjusted Allocation	200,000.00
		Remaining	0.00

Assurances

Knox County (470) Public District - FY 2025 - ATSI 24 Grant - Rev 0 - ATSI 24 Grant

An authorized Grantee representative must sign below to indicate approval of the contents of the Grantee application and these Assurances for the ATSI 24 Grants.

The undersigned authorized representative hereby applies for the program funds requested in the application on behalf of the identified LEA (Grantee). These Assurances, together with all application information submitted by the Grantee, constitute the "Grant Contract."

☐ *** By submitting an ATSI 24 grant application, the Grantee agrees to these assurances.**

Assurances

1. The Grantee shall submit leading/predictive data, as determined by the State, for all Additional Targeted Support and Improvement (ATSI) schools and theiridentified subgroups. The Grantee shall submit these data three times a calendar year (approximately every four months).

2. The Grantee shall submit an End-of-Year Report detailing progress toward goal attainment.

3. The Grantee shall ensure all programs, services, and activities covered by this grant are in accordance with the intent and purpose of the ATSI Grant and align to the prioritized needs identified in the 2024-2025 school improvement plan to support improvement in the Grantee's ATSI schools.

4. The Grantee shall ensure that each eligible ATSI school served by the Grantee receives all the State and local funds it would receive in the absence of theATSI Grant and that any school level resources received from the grant are aligned with the District Priority Plan.

5. The Grantee shall ensure that all teachers and paraprofessionals working in a program supported with funds under this Grant Contract meet applicablestate certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification. (ESSA, 20U.S.C. § 1112(c)(6)).

6. The Grantee shall participate in regular monthly meetings with the Division of School Turnaround to discuss grant implementation and spending.

7. The Grantee shall participate in all data submission, spending reporting and evaluation activities as requested by the U.S. Department of Education andthe State. This includes participating in any federal or State funded evaluations or studies, if applicable, annual performance reports, final grant reportdocumentation, and financial statements.

8. The Grantee shall maintain documentation of all program activities and expenditures. The Grantee shall maintain accurate and timely records whichdocument progress in implementing this Grant Contract, and which demonstrate compliance with all state and federal fiscal and program requirements.

9. The Grantee shall adhere to the same financial audits, audit procedures, and audit requirements as the school district. The audit shall be consistent withthe requirements of state laws regarding state audits. The Tennessee Department of Education and the comptroller of the treasury is authorized to conductcompliance audits of any Grantee program.

10. The Grantee shall request reimbursement for project expenditures, at a minimum, quarterly and retain documentation for said reimbursements.

11. The Grantee shall maintain the local educational agency's fiscal effort in accordance with ESSA 20 U.S.C. § 8521 and (1118(a)).

12. The Grantee shall ensure grant funds will not be expended in any manner other than as outlined in the budgeted section of the approved grant applicationand will only be made for allowable costs. Any changes to the original budget must be pre-approved by the State Division of School Turnaround before lineitems are modified.

13. The Grantee shall ensure expenditures are in compliance with the standard accounting procedures and guidelines established by the TennesseeDepartment of Education, federal legislation, and F&A Accounts Policy.

14. The Grantee shall ensure all programs, services, and activities covered by this Grant Contract will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the Tennessee Department of Education. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are available here.

15. The Grantee shall ensure compliance with all state and federal provisions of the U.S. Department of Education governing the funds awarded for the grant.

16. The Grantee shall comply with all provisions of the Elementary and Secondary Education Act and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C §§ 1232g; 34 CFR Part 99).

Additional Assurances for Grantees using Grant funds for Charter Schools (If applicable).

1. The Grantee shall ensure that Charter Schools have an equal opportunity to participate to the full extent in the Additional Targeted Support and Improvement Grant.

2. The Grantee has a clear process for ensuring all applicable laws and regulations regarding ESEA Title I A, School Improvement Grant programs and funding are followed in its authorized charter schools.

3. The Grantee shall ensure that authorized Charter Schools will comply with all requirements associated with this Grant Contract and will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the Tennessee Department of Education.

State of Tennessee Assurances

☐ * The LEA agrees to the State of Tennessee Assurances and has sent **Attachment A** to cpo.auditnotice@tn.gov.

Click here to download the State of Tennessee Assurances.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-284

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/22/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

ATSI 24 Grant
East Knox Elementary
Mooreland Heights Elementary

Each school is receiving $100,000; the funds will be used for full-time tutors (2), a behavior interventionist, academic interventionist, and an educational assistant.

Cost to Knox County Schools

No Cost to Knox County Schools

Description and Type of Funding Source

Federal - ATSI 24 Grant

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17383 **R-25-6-210**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Second Amended and Restated Memorandum of Understanding with Simon Youth Foundation, Inc. regarding the continued development and operation of the Dr. Paul L. Kelley Volunteer Academy and receipt of grant funds in the amount of $100,000.00.

(Schools)

Attachments

Resolution

Memorandum of Understanding

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING WITH SIMON YOUTH FOUNDATION, INC. REGARDING THE CONTINUED DEVELOPMENT AND OPERATION OF THE DR. PAUL L. KELLEY VOLUNTEER ACADEMY AND RECEIPT OF GRANT FUNDS IN THE AMOUNT OF $100,000.00.

RESOLUTION: R-25-6-210

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Schools and Simon Youth Foundation, Inc. previously entered into a Memorandum of Understanding dated June 1, 2013, designated as Knox County Contract No. 13-194, as amended by a Letter Agreement, dated May 11, 2018, designated as Knox County Contract No. 18-315 (collectively, the "Original MOU"), to memorialize their intent regarding the selection, development and operation of the Dr. Paul L. Kelley Volunteer Academy; and

WHEREAS, by means of Resolution R-20-5-210, the Knox County Commission approved an Amended and Restated Memorandum of Understanding with Simon Youth Foundation, Inc. regarding the continued development and operation of the Dr. Paul L. Kelley Volunteer Academy; and

WHEREAS, Knox County Schools and Simon Youth Foundation now desire to further amend and restate the Original MOU in its entirety on the terms and conditions as set forth on the attached Second Amended and Restated Memorandum of Understanding; and

WHEREAS, Simon Youth Foundation also desires to provide a grant to Knox County Schools in the amount of $100,000.00; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education approved the Second Amended and Restated Memorandum of Understanding with Simon Youth Foundation and receipt of grant funds in the amount of $100,000.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Second Amended and Restated Memorandum of Understanding with Simon Youth Foundation, Inc. regarding the continued development and operation of the Dr. Paul L. Kelley Volunteer Academy is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Second Amended and Restated Memorandum of Understanding with Simon Youth Foundation, Inc. regarding the continued development and operation of the Dr. Paul L. Kelley Volunteer Academy shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, the Knox County Commission hereby authorizes the acceptance of grant funds in the amount of $100,000.00 from Simon Youth Foundation, Inc. pursuant to the terms and conditions of the Second Amended and Restated Memorandum of Understanding.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved:_____
County Mayor **Date**

Vetoed:_____
County Mayor **Date**

Dr Paul C. Volunteer

~~SIMON YOUTH~~ KELLEY ACADEMY AT LINCOLN PARK CENTER
SECOND AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING

THIS SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (this "MOU"), is voluntarily made and entered into by and between Knox County School District, a Tennessee school district ("Public School Partner"), and Simon Youth Foundation, Inc., an Indiana nonprofit corporation ("SYF"), as of the date of last execution by Public School Partner and SYF, to be effective on July 1, 2025 (the "Effective Date").

Preliminary Statement

SYF has a commitment to improving educational opportunities, career development, and life skills for at-risk youth. SYF establishes and operates Simon Youth Academies (the "Academy") and wishes to continue the development and operation of the academy in Knoxville, Tennessee that utilizes the resources of SYF and Public School Partner to enhance the opportunities created by the Academy.

SYF and Public School Partner entered into that certain Amended and Restated Memorandum of Understanding, effective July 1, 2020 (collectively, the "Original MOU") whereby SYF and Public School Partner memorialized their intent regarding the development and operation of an educational program located in Knoxville, Tennessee within the Academy (the "Local Academy").

SYF and Public School Partner now desire to further amend and restate the Original MOU in its entirety effective as of the Effective Date on the terms and conditions set forth herein.

By execution of this MOU, SYF and Public School Partner (collectively, the "Parties," and individually, a "Party") desire to further memorialize their intent regarding the continued operation and their ongoing relationship and responsibilities in connection with the Local Academy.

Commitment to Equality and Opportunity

SYF is a national nonprofit corporation committed to the principles of equality and opportunity. SYF seeks to promote these values and practices in its organizational culture, workforce and hiring, grantmaking, partnerships, and programming. It is SYF's expectation that its grant partners, public school district partners and others, are committed to similar values and practices where equality and opportunity are celebrated, equality of opportunity is ensured, and students and staff are treated fairly and with the highest levels of dignity and respect.

Terms and Conditions

In consideration of the mutual covenants of the Parties as set forth in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the terms and conditions set forth below.

ARTICLE I

DEVELOPMENT AND OPERATION OF THE LOCAL ACADEMY

The Parties desire, covenant and agree to continue to develop and operate the Local Academy upon the following terms and conditions:

Section 1.1. Amendment and Restatement: Location of the Local Academy. SYF and Public School Partner hereby agree to amend and restate in its entirety the Original MOU and agree to continue to operate the Local Academy upon the terms and conditions set forth in this MOU. The Local Academy shall continue to be maintained in the facility owned and operated by Public School Partner located at Lincoln Park Technical and Trade Center, 535 Chickamauga Avenue, Knoxville, TN 37917, subject to SYF's approval in all material respects (the "Premises"). The Premises shall continue to be called and marketed as the "Kelley Academy at Lincoln Park Center". Subject to Sections 1.2, 1.3 and 1.4, the Premises shall continue to be used by the Public School Partner in accordance with the terms and conditions of this MOU. Attached as Exhibit A is a rendering of the Premises.

Section 1.2. Obligations of the Public School Partner. Public School Partner agrees to continue to accept the following responsibilities and continue to satisfy the following reporting obligations:

(a) Local Academy Operations. Public School Partner shall continue to:

(1) Establish and maintain the Local Academy in a safe and suitable educational atmosphere, in accordance with all federal, state and local regulations, standards and guidelines and in accordance with Public School Partner's policies and procedures in effect for other educational facilities operated by Public School Partner, that supports a learning environment in which all students have access to varied and challenging learning opportunities and appropriate interventions and/or modifications to meet the standards and foster life-long learning and productive citizenship;

(2) Comply with state and local building, safety and security standards and ensure that the Premises and related Local Academy facilities are sufficient to accommodate the intended enrollment;

(3) Provide appropriate referrals and structured admissions process and work toward annual enrollment of at least 50 students;

(4) Designate a Public School Partner representative to act as a liaison with SYF and to manage the Local Academy including coordinating training, marketing, advancement, communications, technology, and research relating to the Local Academy;

(5) Provide the appropriate on-site staff, including designated Local Academy administrator to act as a liaison with SYF for daily academy operations;

(6) Identify the curriculum components of the Local Academy that align with district, state and national standards for alternative education/blended learning strategies for Local Academy students;

(7) Maintain a college and career readiness strategy aligned with district, state and national standards for post-secondary transitions;

(8) Facilitate the distribution and completion of the SYF Senior Student Graduation Survey each graduation period;

(9) Maintain the Premises in a first class manner and in accordance with the standards established by Public School Partner for its educational facilities, and administer Public School Partner's safety and security policies and procedures;

(10) Maintain and replace the appliances, furnishings, fixtures and equipment used in connection with the operation of the Local Academy and the Premises in a first class manner;

(11) Implement and maintain commercially reasonable written physical, technical, organizational, and administrative information security measures and policies to (i) safeguard the confidentiality, integrity, and availability of all student education records and information obtained from SYF, and (ii) protect against unauthorized access, use, and/or disclosure;

(12) Maintain the confidentiality of all student education records and student information obtained from SYF in connection with the Local Academy pursuant to all federal, state, and local laws and regulation;

(13) Develop and implement a cybersecurity response plan, which includes notifying SYF of any suspected or on-going cybersecurity incidents, including but not limited to, loss of data, unauthorized access, use, and/or disclosure, and/or ransomware attacks;

(14) Monitor the Family Educational Rights and Privacy Act ("FERPA") and implement any necessary policies and procedures to respond to changes to FERPA throughout the duration of this Agreement; and

(15) Participate in SYF's social media platforms, including the following accounts: Facebook (@simonyouthfoundation); Twitter (@simon_youth); Instagram (@simonyouthfoundation); LinkedIn (@simonyouthfoundation); and YouTube (@simonyouthfoundation).

(b) Local Academy Reporting. The Public School Partner shall continue to:

(1) Collect, organize and analyze test data and other information about the Local Academy students and their performance and make non personally identifiable information available to SYF for report preparation, funding

opportunities, and other program-related purposes. All student data must be provided in quantitative/qualitative format in a non identifiable manner as required by FERPA or other applicable law;

(2) Authorize the Local Academy administrator to report all student baseline and program outcome data, including demographics, attendance, grades, promotion, retention, graduation, credits behind/credits earned, standardized testing records, and end-of-year student status. All student data must be provided in quantitative/qualitative format in a non identifiable manner as required by FERPA or other applicable law; and

(3) Report the data outlined on Exhibit B in connection with the following reporting requirements and in accordance with the following reporting schedule into SYF's Data Warehouse (SYF 411):

Report Name	Report Due Dates
Academy Information Form	No later than Friday after Labor Day.
Staff Demographic Data	No later than Friday after Labor Day.
Back to School Student Demographic Data	No later than last Friday of October.
End of Year Student Demographic Data	Within 48 hours of local Academy Spring Graduation but no later than 1st Monday in July.

(4) Public School Partner further acknowledges and agrees that the Local Academy and certain programming costs for the Local Academy may be funded through public and private grants, including grants from federal and state agencies. In connection with receipt of such grants, SYF may be required to report data points to grantors about the use of the grant funds for Academy program(s), including data that measures program duration and density (e.g. program name, duration, programming minutes, etc.), student participation (e.g. a student's attendance, days attended, etc.), student directory information, and students' growth and achievement (collectively, the "Program Data"). Notwithstanding anything to the contrary under this MOU, Public School Partner shall reasonably cooperate with SYF to provide the requested Program Data, and Public School Partner acknowledges and agrees that SYF shall be free to collect, process, and share such Program Data to third-parties, and always in accordance with applicable law.

(5) SYF shall work with the Local Academy administrator to understand relative data points for alternative schools prior to dissemination of Program Data to third parties.

(c) Local Academy Student and Teacher Supports. Public School Partner shall continue to:

(1) As SYF funds are available, allow at least one Local Academy representative to attend the SYF national educator conference at the expense of SYF;

(2) As SYF funds are available, submit a yearly proposal for capacity building grants for the Local Academy;

(3) As SYF funds are available, support eligible students in the submission of Local Academy scholarship applications in accordance with scholarship programs and policies;

(4) Utilize the SYF media resources for disseminating program information and for the SYA staff to share respective ideas, activities, and program outcomes;

(5) Utilize the SYF collateral materials, logos, images, and promotional materials written or designed for public consumption in accordance to the SYF Style Guide, as outlined in Exhibit C; and

(6) Allow and participate in SYF visits with invited partners and/or donors.

(d) Local Academy Partnership Engagement and Supports. Public School Partner shall continue to:

(1) Upon availability, support the Community Advisory Committee (the "CAC") comprised of members from local shopping mall managers, businesses, community organizations and educational institutions that support the educational outcomes of the Academy and the Local Academy;

(2) Upon availability, identify with the CAC an action plan for developing partnerships with local businesses to support the following Local Academy key activities:

(a) Participate in back to school/open house activities;

(b) Conduct graduation activities in accordance with the Public School Partner's guidelines and in consultation with SYF;

(c) Develop job shadowing/internship opportunities; and

(3) Prepare a financial accounting, including capital improvements and operating budget for review and approval for the Local Academy as part of the annual budget operations and submit to SYF by November 1, of each year.

(e) Commitment to Equality and Opportunity. Public School Partner shall promote a demonstrated commitment to equality and opportunity. Public School Partner shall not discriminate on the basis of race, color, religion (creed), ~~gender, gender expression~~, age, national origin (ancestry), disability, marital status, ~~sexual orientation~~, or military status, in any of its activities or operations. These activities include, but are not limited to, employment matters, selection of volunteers and vendors, and provision of all academic services (including, without limitation, admissions, curriculum, and student support services). Public School Partner's failure to operate in a manner that aligns with SYF's commitment to equality and opportunity discussed above shall constitute a material breach of this Agreement under Section 3.2 (b).

Section 1.3. Obligations of SYF. SYF agrees to continue to take the following actions:

(a) Per funds available, provide capacity building grant funds to support the Local Academy by SYF in its sole discretion;

(b) Per funds available, provide scholarship fund opportunities for graduating Local Academy students as determined and awarded by SYF in its sole discretion;

(c) Provide additional funding opportunities, if and when they become available, to enhance implementation of the Local Academy and its programs;

(d) Provide capital improvements per rotating scheduled maintained by SYF in its sole discretion;

(e) Provide technical assistance and ongoing monitoring with feedback for the effective operation of the Local Academy;

(f) Conduct at least one site visit per every other academic year to the Local Academy site for observations and feedback, contingent upon availability of funds to conduct visits;

(g) Conduct a SYF national educator conference, virtually or in person, contingent upon availability of funds to conduct these events, supporting the travel and accommodations of at least one attendee per each local academy;

(h) Provide at least one online engagement per academic school year through web conferencing/meeting with Local Academy administrators and/or designees to support key activities;

(i) Recognize, and where appropriate, publicize the accomplishments of students, staff, and others associated with the Local Academy;

(j) Maintain the confidentiality of all student education records and student information obtained from the Local Academy and Public School Partner in connection with the Local Academy; notwithstanding the foregoing, it is not contemplated that SYF will receive any "Education Records", as defined by FERPA; however, if any such Education Records inadvertently come into SYF's possession, SYF understands and agrees that the Public School Partner is subject to the provisions of FERPA and the Parties agree as follows: (A) Public School Partner appoints SYF as a "school official" as that term is used in FERPA Sections §99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office in connection with FERPA, and determines that SYF has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this MOU. (B) SYF acknowledges that it shall be bound by all relevant and applicable provisions of FERPA and agrees that personally identifiable information obtained from Public School Partner by SYF in the performance of this MOU, if any, (i) will not be disclosed to third parties, except as expressly provided for in FERPA Section 99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians; (ii) will be used only to fulfill SYF's responsibilities under this MOU; (iii) may not be used for any purpose other than the specific purposes outlined in this MOU, and (iv) will never be used for marketing or advertising purposes. In accordance with FERPA, the Parties agree that any consents to disclose information may be made electronically. In the event SYF is required (by court orders, depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, or by applicable laws or regulations, to disclose any Education Records it may have inadvertently received from Public School Partner, SYF shall give Public School Partner prompt written notice of such request or requirement so that Public School Partner may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this MOU and/or FERPA, and SYF will use commercially reasonable efforts to cooperate as necessary or appropriate with Public School Partner to obtain such protective order, waiver or other remedy. Public School Partner shall not unreasonably delay, condition or withhold any waiver of compliance with the provisions of this Section 1.3(i). Furthermore, SYF will return, or provide written confirmation of the destruction of, all education records as defined by FERPA obtained from Public School Partner pursuant to this MOU within fifteen (15) days of the expiration or termination of this MOU;

(k) Assist in the identification of local organizations, individuals and other available resources that may provide support for the Local Academy, students, their families, and staff;

(l) Engage and inform the CAC so that it provides maximum benefits to the Local Academy in the following key activities:

(a) Participate in back to school/open house activities;

(b) Conduct graduation activities in accordance with the Public School Partner's guidelines and in consultation with SYF;

(c) Develop job shadowing/internship opportunities; and

(m) Develop SYF media resources to help market the Academy and the Local Academy to key stakeholders;

(n) Support the alternative education/blended learning strategies of the Local Academy that align with district, state and national standards; and

(o) Assist in identifying higher education partnerships that encourage dual enrollment, scholarships, and academic support for eligible Local Academy students.

Section 1.4. Mutual Obligations of Public School Partner and SYF. The Public School Partner and SYF shall continue to:

(a) Support the continuous improvement and high level operations of the Local Academy as described in this MOU;

(b) Cooperate with each other, the local community, the Tennessee Department of Education, and other entities in the development of a comprehensive public relations plan to promote the Academy, the Local Academy and Public School Partner;

(c) Develop and maintain an annual mutually agreeable plan to support the Local Academy operations and student outcomes; and

(d) Participate in an annual review of the Local Academy with the Local Academy director, staff and designated representative of Public School Partner.

Section 1.5. Management of the Local Academy. Information relating to Local Academy management, their respective titles, and responsibilities and qualifications shall be provided by Public School Partner to SYF prior to the Local Academy opening and shall be updated on a quarterly basis during the Term.

ARTICLE II

EXPECTATIONS OF THE PARTIES

Section 2.1. Expectations for the Local Academy. The Parties intend that the Local Academy will provide a high quality educational experience in a safe academic environment that utilizes research based teaching techniques and behavior management strategies appropriate for the target student population. The educational program may combine self-paced and competency-based learning, as allowed by the Public School Partner, and life skills learning with structured work internships, work skill development, career planning, service learning, and personal development. The Parties contemplate that enrollment in the Local Academy will provide students with a second chance to earn a high school diploma, and that for many it will be an educational option of choice.

The Parties further intend that the Local Academy will be used on a year-round basis for as many hours as jointly deemed feasible by SYF and Public School Partner in their reasonably discretion. Thus, additional educational and development activities may be offered during hours when classes at the Local Academy are not in session. These additional activities may include, but are not limited to, educational and cultural enrichment, remedial assistance, tutoring, mentoring by caring adults, job training, life skills development and recreation as determined by Public School Partner in consultation with and agreed to by SYF. The Parties shall cooperate with each other in good faith in the operation of the Local Academy. Public School Partner acknowledges and agrees that SYF has relied on and approved the non-traditional and/or alternative education, student enrollment, staffing, curriculum, administration and funding statements and parameters provided by Public School Partner to SYF in connection with the Original MOU and such statements and parameters collectively form a material basis for SYF's election to continue to develop and operate the Local Academy and enter into this MOU with Public School Partner. Public School Partner shall not change, eliminate or materially deviate from such non-traditional and/or alternative education, student enrollment, staffing, curriculum, administration and/or funding statements and/or parameters without the prior written consent of SYF.

Section 2.2. Promotion and Marketing of the Local Academy. The Parties shall cooperate in the promotion and marketing of the Local Academy and any promotion or marketing shall be pursued and accomplished in accordance with the mutual agreement of the Parties. Upon SYF's request, Public School Partner shall use commercially reasonable efforts to cause participants in special Local Academy events or promotion and marketing activities for the Local Academy to sign a release in the form attached hereto as Exhibit D, or such other form as SYF may designate in writing from time-to-time, prior to such participant's participation in any such activities, with such modifications as may be approved by SYF in SYF's discretion.

Section 2.3. Publicity. As the existence of the relationship between the Parties is of significant marketing value to all, during the Term, each Party shall be entitled to announce its special relationship with the other Party and to thereafter publish references to the relationship, provided that each Party shall be obligated to seek prior approval of the form and substance of any public announcement from the other Party, which approval shall not be unreasonably withheld or delayed.

Section 2.4. Financial Obligations of Parties; SYF Grants.

(a) Obligations of the Public School Partner. Public School Partner shall assume all expenses associated with staffing, managing and operating the Local Academy as such allocation of expenses is described in the Site Cost Responsibilities Worksheet, attached hereto and made a part hereof, as Exhibit E; provided, further, that Public School Partner represents and warrants that it has the financial capacity to satisfy its financial obligations as set forth in Exhibit E and knows of no circumstances that will cause it to cease having appropriate financial capacity in the future.

(b) Obligations of SYF. SYF shall assume all expenses as such allocation of expenses is described in the Site Cost Responsibilities Worksheet attached hereto and made a part hereof as Exhibit E. Public School Partner acknowledges and agrees that

SYF shall have no further financial or other obligations except as expressly set forth on Exhibit D and as otherwise expressly provided for in this MOU. The Parties acknowledge and agree that as of the date hereof, SYF's total investment in the Premises and the Local Academy is $100,000.00 (the "Initial Investment").

(c) SYF Grants. Public School Partner acknowledges and agrees that SYF may, from time to time, provide certain grants (each, a "SYF Grant" and collectively, the "SYF Grants") to Public School Partner that will allow Public School Partner to (1) make physical improvements to the Premises, (2) purchase furnishings, fixtures or equipment to be owned by the Public School Partner and used in the Premises and by the Local Academy, (3) fund programs or events that will directly or indirectly benefit the Local Academy, or (4) purchase instructional materials for use by the Local Academy. The terms and conditions and approved uses for each such SYF Grant and the ownership of any furnishings, fixtures or equipment purchased with a SYF Grant shall be documented in separate grant agreements to be executed by and between the Parties (each, a "SYF Grant Agreement" and collectively, the "SYF Grant Agreements") and no such SYF Grant shall be funded until the corresponding SYF Grant Agreement is executed by the Parties. Public School Partner acknowledges and agrees that each such SYF Grant shall be used in a manner that will directly benefit or positively impact the Local Academy and in accordance with the terms and conditions contained in each corresponding SYF Grant Agreement. Notwithstanding the foregoing, Public School Partner acknowledges and agrees that each SYF Grant shall be provided in SYF's sole and absolute discretion and SYF shall have no duty or obligation to provide any SYF Grants to Public School Partner. Further notwithstanding the foregoing or anything to the contrary under this MOU, in the event SYF engages in discussions with potential public and/or private grant providers or applies for certain public or private grants that would directly or indirectly benefit the Local Academy, Public School Partner shall not be entitled to participate in any such discussions, and Public School Partner shall not initiate or engage in separate discussions with such grant providers, or separately apply for any such grants without in each instance SYF's prior written consent

(d) SYF Overhead. SYF may incur from time-to-time during the Term certain travel, accounting, legal, and consulting costs, expenses and fees in connection with the establishment and oversight of the Local Academy and the Premises (collectively, the "SYF Overhead"). In the event this MOU is terminated in accordance with Section 3.2(d), SYF shall provide Public School Partner with documentation of such SYF Overhead and Public School Partner shall reimburse SYF for such SYF Overhead in accordance with Section 3.2(d).

ARTICLE III

TERM AND TERMINATION

Section 3.1. Term. Subject to the following provisions hereof, this MOU shall be effective for a term beginning on the Effective Date and continuing through and including June 30, 2030 (the

"Initial Term"). Provided that the Local Academy is operating in accordance with the terms and conditions of this MOU as determined by SYF in its sole discretion and Public School Partner has not materially breached or failed to perform any duties or obligations hereunder and such breach or failure has not remained uncured after written notice to Public School Partner, SYF may elect to extend the Initial Term of this MOU for successive five (5) year periods on the same terms and conditions as provided in this MOU. Each such extension shall be effective upon execution by SYF and Public School Partner of a written agreement memorializing each such extension. Any reference in this MOU to "Term" shall mean the Initial Term as it may be extended from time to time pursuant to this Section 3.2.

Section 3.2. Termination; Effect of Termination. Notwithstanding anything to the contrary contained herein, this MOU shall terminate upon the occurrence of any of the following:

(a) Either Party provides one hundred eighty (180) days written notice to the other Party of its termination of this MOU without cause.

(b) SYF provides ten (10) days written notice to Public School Partner of a material breach or failure to perform any duties or obligations hereunder by Public School Partner, with such notice stating with reasonable particularity the nature of the material breach or failure to perform, and such material breach or failure to perform remains uncured for thirty (30) additional days.

(c) Immediately upon SYF's written notice that lease for the Premises with the owner thereof has been terminated.

(d) Notwithstanding anything to the contrary contained herein, in the event that this MOU is terminated by (i) Public School Partner, without cause pursuant to Section 3.2(a) above, (ii) SYF, pursuant to Section 3.2(b) above, or (iii) SYF, pursuant to Section 7.4 below, then within ten (10) days following SYF's written demand therefor, Public School Partner shall pay to SYF, in immediately available funds, a termination fee comprised of the following amounts:

(1) 100% of the SYF Overhead if such termination occurs on or before the first (1st) anniversary of the Effective Date.

(2) 100% of a SYF Grant if such termination occurs on or before the first (1st) anniversary of the corresponding SYF Grant Agreement.

(3) 80% of the SYF Overhead if such termination occurs on or before the second (2nd) anniversary of the Effective Date.

(4) 80% of a SYF Grant if such termination occurs on or before the second (2nd) anniversary of the corresponding SYF Grant Agreement.

(5) 60% of the SYF Overhead if such termination occurs on or before the third (3rd) anniversary of the Effective Date.

(6) 60% of a SYF Grant if such termination occurs on or before the third (3rd) anniversary of the corresponding SYF Grant Agreement.

(7) 40% of the SYF Overhead if such termination occurs on or before the fourth (4th) anniversary of the Effective Date.

(8) 40% of a SYF Grant if such termination occurs on or before the fourth (4th) anniversary of the corresponding SYF Grant Agreement.

(9) 20% of the SYF Overhead if such termination occurs on or before the fifth (5th) anniversary of the Effective Date.

(10) 20% of a SYF Grant if such termination occurs on or before the fifth (5th) anniversary of the corresponding SYF Grant Agreement.

(e) Upon termination of this Agreement, Public School Partner agrees to remove Public School Partner's goods and effects, to repair any damage caused by such removal and to peaceably yield up the Premises clean and in good order, repair and condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted. Any personal property used in connection with the Local Academy shall remain the property of Public School Partner and SYF shall have no obligations or rights with respect thereto.

ARTICLE IV

INTELLECTUAL PROPERTY MATTERS

Section 4.1. License to Use SYF Logos and Trademarks. The Parties acknowledge and agree that SYF is the owner of or has created certain trademarks, logos and trade names listed on Exhibit F (collectively, the "SYF Trademarks"). During the Term and subject to the following conditions, SYF grants the Public School Partner a non-exclusive, non-transferable, terminable license to solely use the SYF Trademarks in connection with the Academy and the Local Academy. Any use by Public School Partner of any SYF Trademark is, however, subject to the Public School Partner obtaining from SYF prior written approval of SYF for any proposed use. Public School Partner acknowledges and agrees that SYF retains all right, title and interest in the SYF Trademarks and the value and goodwill associated therewith. Nothing in this Agreement will be construed to grant a Public School Partner any right, title or interest in or to the SYF Trademarks, other than as expressly stated in this Section 4.1. All use of the SYF Trademarks by Public School Partner and the goodwill associated therewith shall inure to the benefit of SYF. To the extent that any rights in the SYF Trademarks have inured to the Public School Partner, Public School Partner hereby assigns all rights, title and interest in and to the SYF Trademarks and the goodwill associated therewith to SYF. The Public School Partner agrees that it shall comply with all existing quality control procedures and policies that SYF has adopted and may adopt from time to time in the future regarding the use of the SYF Trademarks and perform all acts reasonably requested by SYF to assure the nature and quality of the use of the SYF Trademarks and the services and products are consistent with and do not detract from the goodwill associated with the SYF Trademarks. If in its sole discretion SYF believes that any use, including but not limited to,

any use in already approved marketing material, advertisements, or promotions, is inconsistent with this Agreement or otherwise damages the goodwill associated with the SYF Trademarks, SYF may notify the Public School Partner of its objection to such use and upon receipt of such notice, the Public School Partner shall immediately cease such use of the SYF Trademarks in the objected to manner, regardless of whether such use was previously approved.

Section 4.2. Intellectual Property Arising From The Academy. The Parties agree that any materials, logos, works of authorship, inventions or developments (whether patentable or not), curriculum, processes, and other information and procedures, including without limitation all trademarks, logos, trade name of the Academy and/or the Local Academy, copyrights, trade secrets, patents or other proprietary rights arising from (or developed by or for) the Academy and/or the Local Academy, including the name of the Academy and the Local Academy (collectively, "the "Intellectual Property") shall be owned by SYF and the Public School Partner hereby assigns all right, title and interest in and to the Intellectual Property to SYF. During the Term and subject to the terms and conditions of this Agreement, SYF grants to Public School Partner a non-exclusive, non-transferable, terminable license to use the Intellectual Property solely in connection with the Academy and the Local Academy. SYF's ownership of the Intellectual Property shall include ownership of the Intellectual Property Rights, all trademark applications, copyright applications, patent applications or any resulting trademark registrations, copyright registrations or patents that may be filed or issued. All legal and filing fees associated with such applications shall be borne by SYF and be in the name of SYF. The Public School Partner shall not file any such applications without the advance written consent of SYF.

Section 4.3. Noninfringement. In performing its obligations and responsibilities under this Agreement, Public School Partner shall not infringe, misappropriate or violate any third party's copyrights, trademarks, trade secrets, patents, or other proprietary or contractual rights.

ARTICLE V

DISPUTE RESOLUTION

Except as otherwise provided in Article III, Article VI or this Article V, if any dispute involving the Parties arises out of or relates to this MOU, the Parties agree to submit to and participate in the following dispute resolution mechanisms in the following order:

Section 5.1. Informal Dispute Resolution. The Parties shall meet (the "Initial Meeting") promptly, through representatives with authority to resolve the dispute, and shall attempt in good faith to negotiate a resolution to the dispute without the necessity of involving outside parties.

Section 5.2. Mediation. If, within fifteen (15) days after such Initial Meeting, the Parties have not succeeded in negotiating a mutually agreeable resolution of the dispute, they will appoint a mutually acceptable neutral person not affiliated with either of the Parties (the "Mediator"), and will participate in a non-binding mediation in a good faith effort to resolve the dispute. The mediation shall be held in Knox County, Tennessee. In the event that the Parties have failed to agree upon the appointment of a Mediator within twenty-five (25) days from the date of the Initial Meeting, SYF shall be entitled to select the Mediator from a firm of attorneys holding themselves out as practicing civil mediators practicing in Knox County, Tennessee. The Parties shall share

equally the costs of the Mediator (including time and reasonable expenses) and any costs. For any other fees or expenses incurred in mediation, each Party shall bear its own costs.

Section 5.3. Jurisdiction and Venue. If the Parties fail to resolve the dispute through mediation within forty-five (45) days of the Initial Meeting, the Parties may initiate a civil action in state or federal court and may thereafter seek any legal and equitable remedies as they may have, subject to the terms and conditions of this MOU. SYF and Public School Partner consent to the jurisdiction of any state or federal court located within Knox County, Tennessee. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to Public School Partner at the address indicated below each Party's signature, and Public School Partner otherwise waives personal service of any and all process made upon Public School Partner. SYF and Public School Partner each waive any objection which it may have to any proceeding commenced in a federal or state court located within Knox County, Tennessee, based upon improper venue or forum non conveniens. Nothing contained in this section shall affect the right of SYF to serve legal process in any other manner permitted by law or to bring any action or proceeding against Public School Partner or its property in any other courts having jurisdiction. SYF and Public School Partner, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this MOU or any of the transactions contemplated by this MOU or any course of conduct, dealing, statements (whether oral or written), or actions of any of them. Neither SYF nor Public School Partner shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver shall not be deemed to have been modified in any respect or relinquished by SYF or Public School Partner except by a written instrument executed by both of them.

ARTICLE VI

INSURANCE, WAIVER AND INDEMNIFICATION

Section 6.1. SYF.

(a) SYF agrees to maintain the following coverages and will name or have Public School Partner named as an additional insured thereunder for the claims asserted against Public School Partner related to the Local Academy: a Commercial General Liability Policy with a Combined Single Limit of no less than $2,000,000 per occurrence and a $2,000,000 Combined Single Unit, aggregate.

(b) Notwithstanding anything to the contrary contained herein and to the extent allowed by applicable law, there shall be absolutely no personal liability on the shareholders, partners, officers, directors, agents, related entities, employees or customers of SYF with respect to any of the terms, covenants, conditions and provisions of this MOU. Public School Partner shall look solely to each and every remedy provided to Public School Partner pursuant to the terms of this MOU in the event of default of SYF hereunder. In the event that SYF (and all of its respective shareholders, partners, officers, directors, agents, related entities, employees, customers and invitees) (collectively the "SYF Group") is held liable in any way to

Public School Partner for any matter related to this MOU, the Local Academy or the Academy, Public School Partner agrees to look solely to the proceeds of the insurance carried by SYF in accordance with this Section 6.1 in order to make its recovery, which proceeds shall be the sole right of recovery of Public School Partner.

(c) None of the SYF Group shall be liable for, and Public School Partner waives all claims for, damage to person or property sustained by Public School Partner or any person claiming through Public School Partner resulting from any accident or occurrence in or upon the Premises and/or the building or complex of which the Premises is a part. Public School Partner agrees to pay on demand SYF's expenses, including reasonable attorneys' fees incurred in enforcing any obligation of the Public School Partner under this MOU.

Section 6.2. Public School Partner

(a) Subject to limits imposed on Public School Partner under applicable law, Public School Partner agrees that it shall be responsible for any claim of personal injury, property damage (including, without limitation, damage to the Premises) and/or theft arising out of or relating to the use and operation of the Local Academy and the Premises and/or the building or complex of which the Premises is a part.

(b) Subject to limits imposed on Public School Partner under applicable law, Public School Partner hereby agrees to indemnify, defend and hold harmless the SYF Group against and from any and all liabilities, obligations, losses, costs, penalties, actions, suits, claims, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever (collectively, "Claims") in any way relating to or arising out of or alleged to arise from (a) any activity of the Public School Partner (including without limitation the activities of Public School Partner's officers, directors, employees, agents, contractors, servants and students) (collectively, the "Public School Partner Group") including but not limited to negligent acts or omissions or willful misconduct of any Public School Partner Group Member; (b) any violation of Public School Partner of any law, rule, regulation or governmental or administrative permit or order; (c) any cybersecurity incident or data breach attributable to (i) the actions or inactions of Public School Partner (including without limitation the activities of Public School Partner's officers, directors, employees, agents, contractors, servants and students), (ii) the insufficiency of Public School Partner's cybersecurity policies or procedures, and/or (iii) Public School Partner's failure to comply with federal, state, and local cybersecurity laws and regulation; (d) Public School Partner's breach of any terms or conditions of this MOU; or (e) the acts or omissions of Public School Partner; irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by a member of the SYF Group and regardless of the legal theory upon which the Claim is asserted. THIS INDEMNITY SHALL BE BROADLY CONSTRUED, SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND SHALL APPLY REGARDLESS OF WHETHER IT IS ALLEGED THAT THE SYF GROUP OR PUBLIC SCHOOL PARTNER WERE SOLELY

NEGLIGENT, THAT THE SYF GROUP AND PUBLIC SCHOOL PARTNER WERE JOINTLY NEGLIGENT, OR OTHERWISE. Notwithstanding the foregoing or anything to the contrary herein, SYF acknowledges that Public School Partner is a self-insured governmental entity covered by the provisions of the Tennessee Governmental Tort Liability Act (the "GTLA"), codified at T.C.A. § 29-20-101, et seq. and shall have no liability to any party for any personal injury or property damage beyond the limits of liability as provided under the GTLA. Further notwithstanding anything to the contrary herein, Public School Partner does not waive any immunities under the GTLA, any other statutory provision or any common law doctrine, including, but not limited to, sovereign immunity.

Section 6.3. Survival/Liability Limitation. The indemnity obligations of the Parties set forth in Sections 6.1 and 6.2 shall survive expiration or termination of this MOU. IN NO EVENT SHALL ANY SYF GROUP MEMBER BE LIABLE FOR ANTICIPATED OR LOST PROFITS, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES. Any action by Public School Partner arising out of or relating to this MOU must be commenced by Public School Partner within one year after the cause of action has occurred.

ARTICLE VII

OPERATION OF THE LOCAL ACADEMY

Section 7.1. Control. Public School Partner shall at all times during its use and operation of the Local Academy and the Premises provide sufficient supervision and maintain adequate control of its students, employees, guests or invitees, abide by the terms and conditions, rules and regulations contained in any lease or any other occupancy agreement for the Premises, and establish and maintain adequate security measures in accordance with Public School Partner's policies and procedures in effect for other educational facilities operated by Public School Partner.

Section 7.2. Licenses. In the event there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on and/or in use of the Premises or operation of the Local Academy, Public School Partner shall be responsible for obtaining and maintaining such licenses, authorizations and permits at its own cost and expense. No unlawful activities shall be permitted in the use of the Premises. The possession, storage or use of alcoholic beverages or the engagement of individuals in gambling activities shall not be permitted within the Premises.

Section 7.3. Waste. Public School Partner agrees not to harm the Local Academy and the Premises, commit waste, create any nuisance, make any use of the Local Academy and the Premises and/or the building of which the Premises is a part, which is offensive as determined by SYF, in its sole discretion, or do any act tending to injure the reputation of SYF, and shall abide by all rules and regulations established by the owner of the Premises.

Section 7.4. Violations of Law. Notwithstanding any of the foregoing provisions to the contrary, if Public School Partner is deemed to be in violation of any federal, state, municipal, or local fire, building, or other code, Public School Partner shall immediately cure any and all violations and immediately pay any and all costs, fines and/or penalties attributable to all such

violation(s). If Public School Partner fails to cure said violation(s), SYF may at its sole discretion either (a) cure the violation(s), or (b) immediately terminate this Agreement without notice or liability to Public School Partner whatsoever. SYF's election to exercise the provisions of the preceding sentence shall not in any way relieve Public School Partner of paying any and all costs, fines, and/or penalties attributable to any such violation.

Section 7.5. Alterations. Public School Partner agrees not to make any alterations or additions to the Premises, nor permit the making of any holes in its walls, partitions, ceilings, or floors, nor permit the painting or placing of any exterior signs, placards, other advertising, media, banners, pennants, awnings, aerials, antennas, or the like on or about the Premises, without on each occasion obtaining prior written consent of SYF, which consent may be withheld by SYF in its sole and absolute discretion.

Section 7.6. Mechanics Lien. Public School Partner agrees not to suffer any mechanic's lien to be filed against the Premises by reason of any work, labor, services or materials performed at or furnished to the Premises, to the Public School Partner, or on behalf of or at the direction of Public School Partner. Public School Partner shall bear all costs and expenses (including SYF's reasonable attorneys' fees) to remove any mechanic's lien filed against the premises. Nothing in this Agreement shall be construed as consent on the part of SYF to subject SYF or SYF's estate in such premises to any lien of liability under the Lien Laws of the State in which such premises are located.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Severability. If any provision of this MOU is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this MOU that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this MOU shall remain in full force and effect as if this MOU had been executed without such invalid or unenforceable provisions.

Section 8.2. Notices. Any notice required or permitted to be given under this MOU shall be conclusively deemed to have been received by a Party to this MOU on the day it is delivered to such Party at the address indicated below under the Party's signature (or at such other address as such Party shall specify to the other Party in writing) or, if sent by registered or certified mail, on the third business day after the date on which it is mailed to such Party at said address. All notices required pursuant to this MOU must be in writing.

Section 8.3. Entire Agreement. This MOU sets forth the entire understanding between the Parties with respect to the matters contemplated by this MOU and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

Section 8.4. Amendments; Waivers. This MOU may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this MOU may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving

compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this MOU, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this MOU.

Section 8.5. Applicable Law. The Parties affirm that this MOU has been entered into in the State of Tennessee and will be governed by and construed in accordance with the laws of the State of Tennessee, notwithstanding any state's choice of law rules to the contrary.

Section 8.6. Assignment. Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party. All of the terms, provisions, covenants, conditions and obligations of this MOU shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

Section 8.7. Authority. The undersigned person executing this MOU on behalf of Public School Partner represents and warrants that he has been duly authorized to execute this MOU and that Public School Partner has taken all necessary action to authorize this MOU. Public School Partner further represents and warrants that this MOU constitutes the legal, valid and binding obligation of Public School Partner.

Section 8.8. No Benefit to Third Persons. Except as expressly set forth in this Agreement, including without limitation, the Public School Partner's obligations to indemnify the SYF Group as provided in Section 6.2, nothing herein, including but not limited to the rights, obligation, duties and responsibilities set forth in this MOU, is intended to nor shall be interpreted so as to create any rights, duties, obligations, responsibilities or causes of action in favor of any persons other than the named parties hereto.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below, to be effective on the Effective Date.

Date: _____ ("SYF")

SIMON YOUTH FOUNDATION, INC.

By: _____

Printed: Andrea L. Neely

Title: President and CEO

Address: 225 West Washington Street
Indianapolis, IN 46204

Date: _____ ("PUBLIC SCHOOL PARTNER")

KNOX COUNTY SCHOOL DISTRICT

By: _____

Printed: Dr. Jon Rysewk

Title: Superintendent of Schools

Address: 505 Summer Place
Knoxville, TN 37902

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-268

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/27/2025

EXHIBIT A

Depiction of Premises

EXHIBIT B

Academy Information Collection

Information Collected	Submission Due Date
• Session Times & Enrollment	Due no later than Friday after Labor Day.
• Program Overview	
• Graduation Information	
• Dual and Post-Secondary Credit	

Staff Demographic Data Collection

Data Collected	Submission Due Date
• Status	Due no later than Friday after Labor Day.
• Level	
• Year Started at Academy	
• Classification	
• Name	
• Gender	
• Race	
• Gender	
• Racial Demographic	
• Highest Education Level	
• Academy	
• SYF Position Title	
• School District Position Title	
• Phone	
• Email	
• Photo	

Back to School Student Demographic Data Collection

Data Collected	Submission Due Date
• Student ID	Due no later than last Friday of October.
• Academy Year	
• Enrollment Date	
• Exit Date	
• Reason for Enrollment	
• Reason for Exit	
• Eligible/Expected to Graduate	
• Actual Graduate	
• Impact	
• Grade	
• Gender	
• Race and Ethnicity	

• Free/Reduced Lunch	
• Homeless	
• Foster	
• Pregnant or Parenting	
• 1st Generation High School Graduate	
• 1st Generation College Graduate	

End of Year Student Demographic Data Collection

Data Collected	Submission Due Date
• Student ID	Due within 48hrs of spring graduation Ceremony but no later than 1st Monday of July.
• Academy Year	
• Enrollment Date	
• Exit Date	
• Reason for Enrollment	
• Reason for Exit	
• Eligible/Expected to Graduate	
• Actual Graduate	
• Impact	
• Grade	
• Gender	
• Race and Ethnicity	
• Free/Reduced Lunch	
• Homeless	
• Foster	
• Pregnant or Parenting	
• 1st Generation High School Graduate	
• 1st Generation College Graduate	

EXHIBIT C

Simon Youth Academy Stylebook

SYF Simon Youth Foundation

Simon Youth Academy Stylebook

A communications stylebook is crucial to protecting and maintaining the identity of SYF. Each time we communicate with our stakeholders and the public at large, it is an opportunity to convey our mission and reinforce our identity – and all types of communication influence public perception of our identity.

The guidelines presented in this document are to be followed for all public communications, both print and electronic, that are distributed by Simon Youth Foundation, partner school districts, Simon mall locations, and Simon Youth Academies.

Formatting issues or questions not addressed in this document should be directed to the SYF Communications Director Lauren B. Rapp at lauren.rapp@simon.com or 317.319.0271.

Table of Contents

Visual identity elements	Pages 2-5
Logos	2-3
Icons	4
Fonts & Colors	5
Word document template	6
References to key initiatives	Pages 7-10
Guidelines for Academy references	7-8
Guidelines for SYF references	9
Guidelines for scholarship references	10
AP Style References	Page 11

Visual identity elements

The elements that make up the SYF visual identity include the SYF logo, Simon Youth Academy logos, and approved color palettes and fonts. Academies are encouraged to use the SYF logo and Academy logo on printed material. Prior to using the photo, be sure you have a high-resolution file from the Communications Manager and that you are using it in accordance with the brand guidelines outlined in this document.

SYF Logo

The SYF brand logo is our most visible symbol and appears on all of our print and electronic communications for a public audience. All marketing collateral, both print and electronic, as well as all web pages, press statements, and professional letters that are associated with SYF should display the SYF logo. Specific applications and guidelines for use are in the sections that follow.

Primary Logo: Horizontal

SYF Simon Youth Foundation

In a standard Word document, **the horizontal logo** should be 2-inches wide, with at least .5x space around it.
(when the logo is 2-inches wide, it will be .56" tall)

Secondary Logo: Vertical

SYF
Simon Youth Foundation

In a standard Word document, **the vertical logo** should be 1-inch tall, with at least .5x space around it.
(when the logo is 1-inch in height, it will be 1.23" wide)

Academy Logos

Each individual Academy has its own vertical logo, consistent with the primary SYF logo. Your Academy logo should be used in communications that are school-specific. When promoting the Foundation as a whole, please use the SYF logo. Academy Logos are not available in the horizontal format.

SYF
Simon Youth Academy
at Edinburgh Premium Outlets

Guidelines for logo use

- DO size the logo properly.
  - In a standard Word document, **the vertical logo** should be 1-inch tall (when the logo is 1-inch in height, it will be 1.23" wide)
  - In a standard Word document, **the horizontal logo** should be 2-inches wide (when the logo is 2-inches wide, it will be .56" tall)
- DO think carefully about where you are using the SYF logo.
- DO use a high-resolution version of the file.
- DO consult with the SYF Communications Manager if you have questions about the proper use of the logo.
- DO use the appropriate color palette for the logo.
- DO NOT alter the logo artwork or positioning in any way.
- DO NOT change the logo's font or recreate the logo.
- DO NOT use the logo in a frame or box.
- DO NOT place the logo on backgrounds that use patterns, pictures or other distracting characteristics.
- DO reference the Design Style Guide for more detailed logo instructions.

Iconography

SYF often uses a mortarboard icon to express our goals of graduation. With the brand redesign, we also have a new graduation cap icon to use. The grad cap icon should NOT stand alone without the SYF logo appearing somewhere on the document.

SYF Iconography should be used only in consultation with the SYF Communication Director.

Additionally, SYF uses standard icons to promote fundraising events. These icons are consistent with our new brand image.

Fonts

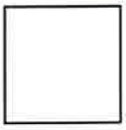
These are the preferred font families for SYF communications.

- **Simon Circular** will be used by the SYF design team only for all marketing and advertising materials. The Circular family of fonts should NOT be used on standard office documents such as letters, Powerpoints, or press releases.
    - **Simon Circular Bold** should be used for headlines
- **Helvetica** should be used in professional letters, PowerPoints, Board reports, and other office documents.
    - **Helvetica Bold** should be used for headlines
- **Arial** is an acceptable substitution for Helvetica if Helvetica is not available.
    - **Arial Bold** should be used for headlines

Brand colors

SYF uses a small color palette that includes SYF Orange, true black, true white, and Simon Dark Gray (for web use only).

Pantone: 1655
RGB: 252 76 2
CMYK 0 73 98 0
HEX/HTML FC4C02



Pantone: None
RGB: R 255 G 255 B 255
CMYK: 0 0 0 0
HEX/HTML FFFFFF

Pantone: Black 6 C
RGB: 16 24 32
CMYK 100 79 44 93
HEX/HTML: 101820

Pantone: Cool Gray 9 C
RGB: 117 120 123
CMYK: 30 22 17 57
HEX/HTML 75787B

Word Document Template

Helvetica 11 Bold for headers (Use Arial if Helvetica is unavailable)

Helvetica 11 not bold for body copy. Use Arial if Helvetica is unavailable.

In a standard Word document, the horizontal logo should be 2-inches wide, with at least .5x space around it. (When the logo is 2-inches wide, it will be .56" tall.)

> Per page 2, the preferred logo is horizontal (see below).

SYF Simon Youth Foundation

One-inch margins from top and sides.

Page number should not be included on single-page documents, single page front/back documents, or multi-page letters.

> For documents more than one page and not front/back, page numbers should be placed in the footer (bottom right corner of the document).

The date should be placed in the top left corner, under the logo, in the date month year format:

> 1 January 2020

Standard Letter Template
To be printed on letterhead

DATE MONTH YEAR

NAME
TITLE
ADDRESS
CITY, STATE ZIP

Dear NAME:

INTRO PARAGRAPH

BODY PARAGRAPH

BODY PARAGRAPH

BODY PARAGRAPH

CLOSING PARAGRAPH

Sincerely,

NAME
TITLE
Simon Youth Foundation

Enclosures: DOCUMENT NAME
DOCUMENT NAME

cc: NAME, TITLE, ORGANIZATION
NAME, TITLE, ORGANIZATION

Version 2019.03

7

Key Organization References

Guidelines for Academy References

- Each Academy (school) supported by SYF will be referred to most generically as an Academy. More specifically, SYF-sponsored schools are to be communicated as a "Simon Youth Academy" or "Academies" in the case of multiple schools being referenced at a single time.
    - John Doe has attended a Simon Youth Academy for three years.
- When referring to a specific Academy in either print or electronic communications, the proper and complete school name will be used on first reference, which includes the academy's mall or SPG location after "Simon Youth Academy." For consecutive references, "the Academy (capitalized)" or "the school (lowercase)" is acceptable.
    - John Doe attends Simon Youth Academy at Circle Centre Mall. He's been studying at the Academy for the last three years. The school opened in 2015.
- In the event an Academy is a sponsored school, the sponsored title is to fall between "Youth" and "Academy" in the proper and complete school name.
    - John Doe attends Simon Youth Dr. Paul L. Kelley Volunteer Academy at Lincoln Park Technical and Trade Center.
- In cases where an Academy is located in a mall that is no longer a Simon property, the name may be modified for local signage purposes to preserve the relationship with new mall management. SYF will continue to refer to the Academy by its formal, branded SYF name publicly (ie web and social media).
    - The Academy at Independence Center (signage)
    - Simon Youth Academy at Independence Center (SYF use)
- If an Academy is known locally by a different name, SYF may use that name in local speaking and media engagements to ensure consistency and clarity among key local audiences. The following are suitable ways to reference such Academies, but require final approval from the Communications Director and/or CEO before use:
    - Phoenix High School at Sugarloaf Mills, a Simon Youth Academy
    - Phoenix High School at Sugarloaf Mills, in Cooperation with Simon Youth Foundation
    - Phoenix High School at Sugarloaf Mills, in Partnership with Simon Youth Foundation
- There is no acronym for Academies that will appear in any publicly available SYF communications. SYAs and other shortened forms are not acceptable.
- Education Resources Center or ERC is an obsolete name for Simon Youth Academies and should NOT be used.

Simon Youth Academy Branding Formal Names for Logo and Signage

Simon Youth Academy at Baldwin
Simon Youth Academy at BETA
Simon Youth Academy at Burlington
Simon Youth Academy at Circle Centre Mall
Simon Youth Academy at Indiana Premium Outlets
Simon Youth Academy at Hickory Hollow
Simon Youth Academy at Ida B. Wells School for Social Justice
Simon Youth Academy at Independence Center
Simon Youth Academy at John Marshall Alternative High School
Simon Youth Academy at Katy Mills
Simon Youth Academy at Martha Raines High School
Simon Youth Academy at McKinley Alternative School
Simon Youth Academy at Northshore Mall
Simon Youth Academy at Old Cockrill
Simon Youth Academy at Opry Mills
Simon Youth Academy at Outlet Marketplace
Simon Youth Academy at Port Charlotte Town Center
Simon Youth Academy at Prien Lake Mall
Simon Youth Academy at Raymond J. Lesniak Recovery High School
Simon Youth Academy at Seattle University
Simon Youth Academy at Serra High School
Simon Youth Academy at Shelbyville Central Schools
Simon Youth Academy at Sugarloaf Mills
Simon Youth Academy at The Mills at Jersey Gardens
Simon Youth Academy at The Shops at Mission Viejo
Simon Youth Academy at Towne East Square
Simon Youth Academy at Valley Vista
Simon Youth Academy at Westminster Mall
Simon Youth Academy on Cochran
Simon Youth Chester I. Lewis Academy
Simon Youth Clark-Pleasant Academy
Simon Youth Coast High School Academy
Simon Youth Kelley Academy at Lincoln Park Center
Simon Youth Judson Learning Academy at Rolling Oaks Mall
Simon Youth Academy at Mahoning County
Simon Youth Rose Tree Media Academy
Seattle Public Schools Bridges Program at Simon Youth Academy

Updated 11/1/2019

Guidelines for Simon Youth Foundation

- Simon Youth Foundation should always be spelled out on first reference.
- The word "the" should NOT be used before Simon Youth Foundation
- SYF can be used on later references.
- SyF (lowercase y) is NOT acceptable.
- *Programmatic references are listed on the next pages.*

Web address – The SYF website should always be listed as syf.org. Use of www or http:// before syf.org is incorrect.

- syf.org

Impact Metrics – Please reference the Impact Metrics Tracker and Memo for approved metrics (i.e.: graduation rate, number of Academies, etc.) and how to use them publicly and internally.

Formal Letters – The date should always be in the top left corner. Names, titles and addresses should fall below the date, followed by the salutation: Two line breaks go between the date and address, as well as the address and salutation. Do not use double spaces between sentences. *See example letter.*

Guidelines for Simon

- Simon is preferred when referencing the corporate entity.
- Simon Property Group may be used to avoid confusion.
- Simon has three mall platforms:
    - Malls
    - Premium Outlets
    - The Mills

Washington Prime Group/WP GLIMCHER – SYF has several Academies in Washington Prime Group malls. WP GLIMCHER is the former name of Washington Prime Group. Do NOT use WP GLIMCHER.

SYF Programmatic References

To achieve its stated mission, SYF supports two major programs – Simon Youth Academies and Simon Youth Scholarships. SYF's identity is rooted in its mission, and the manner in which we present SYF initiatives in our communications is crucial to the public perception of our identity.

Therefore, consistency in the language used to reference the key SYF initiatives is not only a component of brand maintenance, it is crucial element in how our organization is seen and understood by the public.

Guidelines for Scholarship References

- A student award granted by SYF is to be referred to as a "Simon Youth Scholarship recipient." "Scholarship winner" should not be used.
    - John Doe is a Simon Youth Scholarship recipient for the 2014-15 academic year. He is one of 60 students to earn a Simon Youth Scholarship this year.
- When referencing the broader program, "Simon Youth Scholarship program" should be used.
    - John Doe is one of 60 students who have benefitted from the Simon Youth Scholarship program this year.

Simon Youth Scholarships Branding

Formal names for the various Simon Youth Scholarships

- **Simon Youth Community Scholarship**, *a one-time scholarship awarded in partnership with Simon properties and available to graduating seniors living within 50 miles of a Simon property.*
- **Simon Youth Community Award of Excellence**, *a renewable scholarship awarded to top-ranking Community Scholarship applicants in 10 "hub" regions that are home to multiple Simon properties.*
- **Simon Youth Academy Scholarship**, *renewable two- and four-year scholarships awarded to graduates of Simon Youth Academies.*
- **Greg Saunders Legacy Scholarship**, *one-time scholarships awarded to high school graduate dependents of Simon Property Group employees; though not renewable, applicants may re-apply up to four years. Recipients are not publicized.*

AP Style References

If not explicitly addressed in this guide, SYF will adhere to AP Style in all written publications. AP Style, short for Associated Press style, has been consistently used by journalists, news organizations, magazines, editors and more since 1846.

Common AP Style references are below. Additional references can be found in this AP Style Cheat Sheet: http://bit.ly/APStyleCheatSheet

State Abbreviations – Use AP Style abbreviations for states, NOT Postal Codes, which should only be used in an address block. List of AP Style state abbreviations: http://bit.ly/APStyleStates

- SYF opened a new Simon Youth Academy in Kokomo, Ind.

A state abbreviation needs to follow all cities, except for these cities: http://bit.ly/APStyleCities

- SYF has four Academies in Seattle.
- SYF has two Academies in Port Charlotte, Fla.

Telephone Numbers – Phone numbers should consist of an area code in parenthesis, and a hyphen between the digits.

- (317) 509-3676

Time – Times should be listed followed by a space and a.m. or p.m.,(4:00 a.m., 12:15 p.m.). In the middle of a sentence, a comma should always follow the abbreviation. At the end of a sentence, an additional period should NOT be added.

- I went to the Academy at 11:00 a.m., and returned at 3:30 p.m.

Commas – Use commas to separate elements in a series, but do not put a comma before the conjunction of a simple series. However, if an integral element of the series requires a conjunction, or if the absence of a comma could lead to confusion, use a comma:

- The flag is red, white and blue.

- I had orange juice, toast, and ham and eggs for breakfast.

Use commas to separate a series of adjective in equal rank. Tip: If the commas could be replaced by the word and without changing the sense, the adjectives are equal.

- A thoughtful, precise manner. A smart, compassionate teacher.

EXHIBIT D

Form of Release[1]

RELEASE for Use of Image, Likeness, Voice and Written Words

I, the above named Individual, herby irrevocably grants Simon Youth Foundation, Inc, an Indiana nonprofit corporation, together with its employees, agents, assignees and licensees, in its sole discretion, unlimited license and permission to use, reproduce, display, distribute, publish, exhibit, perform and broadcast my name, voice, likeness, signature words and works in any form or medium, including but not limited to exhibits, websites, social media (including Twitter, Facebook, Pinterest, Instagram & others), iTunes, programs, brochures, pamphlets, displays and educational materials without compensation to me.

Consent of individual, parent or legal guardian if above is a minor: I hereby release and agree, individually and as parent or legal guardian of the minor named above, to hold harmless Simon Youth Foundation, Inc. and its employees, agents, assignees and licensees from and against any and all claims based upon or arising out of the use, reproduction, display, distribution, publication, exhibition, performance or broadcast of my child's name, voice likeness, signature, words and/or works and further agree that no compensation, money or other benefit shall be due from Simon Youth Foundation, Inc.

Printed Name: _____ Self/relationship to child: _____

Signature: _____ Date: _____

The information you supply on this form will not be sold or supplied to other organizations, except as required by law.

*****PLEASE NOTE: Unless the Academy receives a written notification otherwise, this release will remain valid and on file for a period of 20 years from the date signed.**

[1] Note to Draft: To confirm if this is consistent with the form most recently used by SYF

EXHIBIT E

Site Cost Responsibilities Worksheet

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
FINANCIAL COMMITMENTS		
1: FACILITIES (Buildout Only)		
1.1 Construction		
Architecture & Engineering Services		X
Construction Documents (Drawings & Specifications)		X
Local Permits & Approvals		X
Construction Bidding & Negotiation		X
Construction Administration		X
Construction (walls, ceilings, doors, windows, electrical, fire protection, mechanical, restrooms, interior finishes)		X
1.2 Upgrades		
Computer/Telephone/Cabling		X
Data Ports and Cover Plates		X
Window Blinds & Shades		X
Security System/Alarms/Devices		X
Food Service Equipment		X
Specialty Thermostats		X
1.3 Appliances		
Refrigerator		X
Microwave		X
Water Cooler		X
1.4 Furnishings		
Academy Lobby		X
Conference & Huddle Rooms		X
Offices & Workrooms		X
Classrooms & Lecture Rooms		X
Student Café & Lockers		X
1.5 Equipment		
Landline Telephones		X
Photocopier		X
Fax Machine		X

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
Desktop Computers, Laptops, Mobile Devices (Tablets & Cell Phones)		X
Network Hub		X
Internet Router/Wireless Access Points		X
Computer Racks		X
1.6 Instructional Material		
Self-Paced Workbooks Library		X
Educational Software Library		X
Job & Life Skills Software		X
Business Software		X
Videos		X
2. FACILITIES		
2.1 Recurring Operations		
Rent		X
HVAC Maintenance & Repair		X
Water/Sewage Fees		X
Electrical Utility Fees		X
Equipment Maintenance & Repair		X
Janitorial Services		X
Telephone, Internet & Cable Fees		X
Liability Insurance		X
3. PROGRAM OPERATIONS		
3.1 Personnel		
Local Academy Administrator		X
Administrative Assistant		X
Guidance Counselor		X
Social Worker		
Teachers		X
Industry Trainers		X
Mentors		X
Health Care Providers		X
3.2 Other Program Costs		
Supplies (office, classroom, food service, restroom, janitorial, replacement light bulbs, etc.)		X
Postage & Shipping		X
Printing		X

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
Student Transportation		X
Events, Recognition & Awards	X	X
Replacement & New Materials		X
Hardware & Software Upgrades		X
Staff Development & Training	X	X
Conferences, Meetings & Related Travel	X (Best Practice Conference Only)	X
Dues & Publications	X	X
Computer Hardware Maintenance		X

EXHIBIT F

SYF Trademarks

Images below are in the process of being trademarked by Simon Youth Foundation.

SYF Horizontal Logo

SYF Vertical Logo

SYF Monogram

SYF Mortarboard

~~DR. PAUL L.~~SIMON YOUTH KELLEY ~~VOLUNTEER ACADEMY~~ ACADEMY AT LINCOLN PARK CENTER
SECOND AMENDED AND RESTATED MEMORANDUM ~~OF~~OF UNDERSTANDING

THIS SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (this "MOU"), is voluntarily made and entered into by and between Knox County School District, a Tennessee school district ("Public School Partner"), and Simon Youth Foundation, Inc., an Indiana nonprofit corporation ("SYF"), as of the date of last execution by Public School Partner and SYF, to be effective on July ~~1, 2020~~1, 2025 (the "Effective Date").

Preliminary Statement

SYF has a commitment to improving educational opportunities, career development, and life skills for at-risk youth. SYF establishes and operates Simon Youth Academies (the "Academy") and wishes to continue ~~to develop and operate an~~the development and operation of the academy in Knoxville, Tennessee that utilizes the resources of SYF and Public School Partner to enhance the opportunities created by the Academy.

SYF and Public School Partner entered into that certain Amended and Restated Memorandum of Understanding, ~~dated June 1, 2013, as amended by that certain Letter Agreement, by and between SYF and Public School Partner, dated May 11, 2018~~effective July 1, 2020 (collectively, the "Original MOU") whereby SYF and Public School Partner memorialized their intent regarding the ~~selection,~~ development and operation of an educational program located in Knoxville, Tennessee within the Academy (the "Local Academy").

SYF and Public School Partner now desire to further amend and restate the Original MOU in its entirety effective as of the Effective Date on the terms and conditions set forth herein.

By execution of this MOU, SYF and Public School Partner (collectively, the "Parties," and individually, a "Party") desire to further memorialize their intent regarding the continued ~~development and~~ operation ~~of~~and their ongoing relationship and responsibilities in connection with the Local Academy.

Commitment to Equality and Opportunity

SYF is a national nonprofit corporation committed to the principles of equality and opportunity. SYF seeks to promote these values and practices in its organizational culture, workforce and hiring, grantmaking, partnerships, and programming. It is SYF's expectation that its grant partners, public school district partners and others, are committed to similar values and practices where equality and opportunity are celebrated, equality of opportunity is ensured, and students and staff are treated fairly and with the highest levels of dignity and respect.

Terms and Conditions

In consideration of the mutual covenants of the Parties as set forth in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the terms and conditions set forth below.

ARTICLE I~~ARTICLE I~~

DEVELOPMENT AND OPERATION OF THE LOCAL ACADEMY

The Parties desire, covenant and agree to continue to develop and operate the Local Academy upon the following terms and conditions:

Section 1.1. ~~**Section 1.1.**~~**Amendment and Restatement: Location of the Local Academy**. SYF and Public School Partner hereby agree to amend and restate in its entirety the Original MOU and agree to continue to operate the Local Academy upon the terms and conditions set forth in this MOU. The Local Academy shall continue to be maintained in the facility owned and operated by Public School Partner located at Lincoln Park

Technical and Trade Center, 535 Chickamauga Avenue, Knoxville, TN 37917, subject to ~~SYF's~~SYF's approval in all material respects (the "Premises"). The Premises shall continue to be called and marketed as the "~~Dr. Paul L.~~ Kelley ~~Volunteer~~ Academy at Lincoln Park Center". Subject to Sections 1.2, 1.3 and 1.4, the Premises shall continue to be used by the Public School Partner in accordance with the terms and conditions of this MOU. Attached as Exhibit A is a rendering of the Premises.

Section 1.2. ~~**Section 1.2.**~~ **Obligations of the Public School Partner**. Public School Partner agrees to continue to accept the following responsibilities and continue to satisfy the following reporting obligations:

(a) Local Academy Operations. Public School Partner shall continue to:

(1) Establish and maintain the Local Academy in a safe and suitable educational atmosphere, in accordance with all federal, state and local regulations, standards and guidelines and in accordance with Public School ~~Partner's~~Partner's policies and procedures in effect for other educational facilities operated by Public School Partner, that supports a learning environment in which all students have access to varied and challenging learning opportunities and appropriate interventions and/or modifications to meet the standards and foster life-long learning and productive citizenship;

(2) Comply with state and local building, safety and security standards and ensure that the Premises and related Local Academy facilities are sufficient to accommodate the intended enrollment;

(3) Provide appropriate referrals and structured admissions process and work toward annual enrollment of at least 50 students;

(4) Designate a Public School Partner representative to act as a liaison with SYF and to manage the Local Academy including coordinating training, marketing, advancement, communications, technology, and research relating to the Local Academy;

(5) Provide the appropriate on-site staff, including designated Local Academy administrator to act as a liaison with SYF for daily academy operations;

(6) Identify the curriculum components of the Local Academy that align with district, state and national standards for alternative education/blended learning strategies for Local Academy students;

(7) Maintain a college and career readiness strategy aligned with district, state and national standards for post-secondary transitions;

(8) Facilitate the distribution and completion of the SYF Senior Student Graduation Survey each graduation period;

(9) Maintain the Premises in a first class manner and in accordance with the standards established by Public School Partner for its educational

facilities, and administer Public School ~~Partner's~~Partner's safety and security policies and procedures;~~ and~~

(10) Maintain and replace the appliances, furnishings, fixtures and equipment used in connection with the operation of the Local Academy and the Premises in a first class manner~~.~~;

(11) Implement and maintain commercially reasonable written physical, technical, organizational, and administrative information security measures and policies to (i) safeguard the confidentiality, integrity, and availability of all student education records and information obtained from SYF, and (ii) protect against unauthorized access, use, and/or disclosure;

(12) Maintain the confidentiality of all student education records and student information obtained from SYF in connection with the Local Academy pursuant to all federal, state, and local laws and regulation;

(13) Develop and implement a cybersecurity response plan, which includes notifying SYF of any suspected or on-going cybersecurity incidents, including but not limited to, loss of data, unauthorized access, use, and/or disclosure, and/or ransomware attacks;

(14) Monitor the Family Educational Rights and Privacy Act ("FERPA") and implement any necessary policies and procedures to respond to changes to FERPA throughout the duration of this Agreement; and

(15) Participate in SYF's social media platforms, including the following accounts: Facebook (@simonyouthfoundation); Twitter (@simon_youth); Instagram (@simonyouthfoundation); LinkedIn (@simonyouthfoundation); and YouTube (@simonyouthfoundation).

(b) Local Academy Reporting. The Public School Partner shall continue to:

(1) Collect, organize and analyze test data and other information about the Local Academy students and their performance and make ~~this~~non personally identifiable information available to SYF for report preparation, funding opportunities, and other program-related purposes. All student data must be provided in quantitative/qualitative format in a ~~non-identifiable~~non identifiable manner as required by ~~the Family Educational Rights and Privacy Act ("~~FERPA~~")~~ or other applicable law;

(2) Authorize the Local Academy administrator to report all student baseline and program outcome data, including demographics, attendance, grades, promotion, retention, graduation, credits behind/credits earned, standardized testing records, and end-of-year student status. All student data must be provided in quantitative/qualitative format in a ~~non-~~non identifiable manner as required by FERPA or other applicable law; and

(3) Report the data outlined on Exhibit B in connection with the following reporting requirements and in accordance with the following reporting schedule into SYF's Data Warehouse (SYF 411):

Report Name	Report Due Dates
Academy Information Form	No later than Friday after Labor Day.
Staff Demographic Data	No later than Friday after Labor Day.
Back to School Student Demographic Data	No later than last Friday of October.
End of Year Student Demographic Data	Within 48 hours of local Academy Spring Graduation but no later than 1st Monday in July.

~~Report Name~~ ~~Report Due Dates Each Year~~

(4) Public School Partner further acknowledges and agrees that the Local Academy and certain programming costs for the Local Academy may be funded through public and private grants, including grants from federal and state agencies. In connection with receipt of such grants, SYF may be required to report data points to grantors about the use of the grant funds for Academy program(s), including data that measures program duration and density (e.g. program name, duration, programming minutes, etc.), student participation (e.g. a student's attendance, days attended, etc.), student directory information, and students' growth and achievement (collectively, the "Program Data"). Notwithstanding anything to the contrary under this MOU, Public School Partner shall reasonably cooperate with SYF to provide the requested Program Data, and Public School Partner acknowledges and agrees that SYF shall be free to collect, process, and share such Program Data to third-parties, and always in accordance with applicable law.

~~Local Academy Outcome Midyear Dashboard Report~~	~~November 1~~
~~Local Academy End-of-Year Report~~	~~July 1~~
~~Enhancement Grant Final Report~~	~~October 1, or according to grant proposal process~~

(5) SYF shall work with the Local Academy administrator to understand relative data points for alternative schools prior to dissemination of Program Data to third parties.

(c) Local Academy Student and Teacher Supports. Public School Partner shall continue to:

(1) As SYF funds are available, allow at least one Local Academy representative to attend the SYF ~~annual~~national educator conference at the expense of SYF;

(2) As SYF funds are available, submit a yearly proposal for ~~student and teacher enhancements~~capacity building grants for the Local Academy;

(3) As SYF funds are available, ~~submit~~support eligible students ~~for~~in the submission of Local Academy ~~scholarships~~scholarship applications in accordance with scholarship programs and policies;

(4) Utilize the SYF media resources for disseminating program information and for the SYA staff to share respective ideas, activities, and program outcomes;

(5) Utilize the SYF collateral materials, logos, images, and promotional materials written or designed for public consumption in accordance to the SYF Style Guide, as outlined in Exhibit C; and

(6) Allow and participate in SYF visits with invited partners and/or donors.

(d) Local Academy Partnership Engagement and Supports. Public School Partner shall continue to:

(1) ~~Support~~Upon availability, support the Community Advisory Committee (the "CAC") comprised of members from local shopping mall managers, businesses, community organizations and educational institutions that support the educational outcomes of the Academy and the Local Academy;

(2) ~~Identify~~Upon availability, identify with the CAC an action plan for developing partnerships with local businesses to support the following Local Academy key activities:

(a) Participate in back to school/open house activities;

(b) Conduct graduation activities in accordance with the Public School ~~Partner's~~Partner's guidelines and in consultation with SYF;

(c) Develop job shadowing/internship opportunities; and

(3) Prepare a financial accounting, including capital improvements and operating budget for review and approval for the Local Academy as part of the annual budget operations and submit to SYF by November 1, of each year.

(e) Commitment to Equality and Opportunity. Public School Partner shall promote a demonstrated commitment to equality and opportunity. Public School Partner shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, employment matters, selection of volunteers and vendors, and provision of all academic services (including, without limitation, admissions, curriculum, and student support services). Public School Partner's failure to operate in a manner that aligns with SYF's commitment to equality and opportunity discussed above shall constitute a material breach of this Agreement under Section 3.2 (b).

Section 1.3. ~~**Section 1.3.**~~ **Obligations of SYF**. SYF agrees to continue to take the following actions:

(a) Per funds available, provide ~~student and teacher enhancement~~capacity building grant funds to support the Local Academy by SYF in its sole discretion;

(b) Per funds available, provide scholarship fund opportunities for graduating Local Academy students as determined and awarded by SYF in its sole discretion;

(c) Provide additional funding opportunities, if and when they become available, to enhance implementation of the Local Academy and its programs;

(d) Provide capital improvements per rotating scheduled maintained by SYF in its sole discretion;

(e) Provide technical assistance and ongoing monitoring with feedback for the effective operation of the Local Academy;

(f) Conduct at ~~minimum~~least one site visit per every other academic year to the Local Academy site for observations and feedback, contingent upon availability of funds to conduct visits;

(g) Conduct ~~an annual~~a SYF national educator conference ~~during the school year~~, virtually or in person, contingent upon availability of funds to conduct these events, supporting the travel and accommodations of at least one attendee per each local academy;

(h) Provide at least one online engagement per academic school year through web conferencing/meeting with Local Academy administrators and/or ~~designee~~designees to support key activities;

(i) Recognize, and where appropriate, publicize the accomplishments of students, staff, and others associated with the Local Academy;

(j) Maintain the confidentiality of all student education records and student information obtained from the Local Academy and Public School Partner in connection with the Local Academy; notwithstanding the foregoing, it is not contemplated that SYF will receive any "Education Records", as defined by FERPA; however, if any such Education Records inadvertently come into SYF's possession, SYF understands and agrees that the Public School Partner is subject to the provisions of FERPA and the Parties agree as follows: (A) Public School Partner appoints SYF as a "school official" as that term is used in FERPA Sections §99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office in connection with FERPA, and determines that SYF has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this MOU. (B) SYF acknowledges that it shall be bound by all relevant and applicable provisions of FERPA and agrees that personally identifiable information obtained from Public School Partner by SYF in the performance of this MOU, if any, (i) will not be disclosed to third parties, except as expressly provided for in FERPA Section 99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians; (ii) will be used only to fulfill SYF's responsibilities under this MOU; (iii) may not be used for any purpose other than the specific purposes outlined in this MOU, and (iv) will never be used for marketing or advertising purposes. In accordance with FERPA, the Parties agree that any consents to disclose information may be made electronically. In the event SYF is required (by court orders, depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, or by applicable laws or regulations, to disclose any Education Records it may have inadvertently received from Public School Partner, SYF shall give Public School Partner prompt written notice of such request or requirement so that Public School Partner may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this MOU and/or FERPA, and SYF will use commercially reasonable efforts to cooperate as necessary or appropriate with Public School Partner to obtain such protective order, waiver or other remedy. Public School Partner shall not unreasonably delay, condition or withhold any waiver of compliance with the provisions of this Section 1.3(i). Furthermore, SYF will return, or provide written confirmation of the destruction of, all education records as defined by FERPA obtained from Public School Partner pursuant to this MOU within fifteen (15) days of the expiration or termination of this MOU;

(k) Assist in the identification of local organizations, individuals and other available resources that may provide support for the Local Academy, students, their families, and staff;

(l) ~~(l)~~ Engage and inform the CAC so that it provides maximum benefits to the Local Academy in the following key activities:

(a) Participate in back to school/open house activities;

(b) Conduct graduation activities in accordance with the Public School ~~Partner's~~Partner's guidelines and in consultation with SYF;

(c) Develop job shadowing/internship opportunities; and

(m) Develop SYF media resources to help market the Academy and the Local Academy to key stakeholders;

(n) Support the alternative education/blended learning strategies of the Local Academy that align with district, state and national standards; and

(o) Assist in identifying higher education partnerships that encourage dual enrollment, scholarships, and academic support for eligible Local Academy students.

Section 1.4. ~~**Section 1.4.**~~ **Mutual Obligations of Public School Partner and SYF**. The Public School Partner and SYF shall continue to:

(a) Support the continuous improvement and high level operations of the Local Academy as described in this MOU;

(b) Cooperate with each other, the local community, the Tennessee Department of Education, and other entities in the development of a comprehensive public relations plan to promote the Academy, the Local Academy and Public School Partner;

(c) Develop and maintain an annual mutually agreeable plan to support the Local Academy operations and student outcomes; and

(d) Participate in an annual review of the Local Academy with the Local Academy director, staff and designated representative of Public School Partner.

Section 1.5. ~~**Section 1.5. Management of the Local Academy**~~. Information relating to Local Academy management, their respective titles, and responsibilities and qualifications shall be provided by Public School Partner to SYF prior to the Local Academy opening and shall be updated on a quarterly basis during the Term.

ARTICLE II~~ARTICLE II~~

EXPECTATIONS OF THE PARTIES

Section 2.1. ~~**Section 2.1. Expectations for the Local Academy**~~. The Parties intend that the Local Academy will provide a high quality educational experience in a safe academic environment that utilizes research based teaching techniques and behavior management strategies appropriate for the target student population. The educational program may combine self-paced and competency-based learning, as allowed by the Public School Partner, and life skills learning with structured work internships, work skill development, career planning, service learning, and personal development. The Parties contemplate that enrollment in the Local Academy will provide students with a second chance to earn a high school diploma, and that for many it will be an educational option of choice. The Parties further intend that the Local Academy will be used on a year-round basis for as many hours as jointly deemed feasible by SYF and Public School Partner in their reasonably discretion. Thus, additional educational and development activities may be offered during hours when classes at the Local Academy are not in session. These additional activities may include, but are not limited to, educational and cultural enrichment, remedial assistance, tutoring, mentoring by caring adults, job training, life skills development and recreation as determined by Public School Partner in consultation with and agreed to by SYF. The Parties shall cooperate with each other in good faith in the operation of the Local Academy. Public School Partner acknowledges and agrees that SYF has relied on and approved the non-traditional and/or alternative education, student enrollment, staffing, curriculum, administration and funding statements and parameters provided by Public School Partner to SYF in connection with the Original MOU and such statements and parameters collectively form a material basis for ~~SYF's~~SYF's election to continue to develop and operate the Local Academy and enter into this MOU with Public School Partner. Public School Partner shall not change, eliminate or materially deviate from such non-traditional and/or alternative

education, student enrollment, staffing, curriculum, administration and/or funding statements and/or parameters without the prior written consent of SYF.

Section 2.2. ~~Section 2.2.~~ **Promotion and Marketing of the Local Academy**. The Parties shall cooperate in the promotion and marketing of the Local Academy and any promotion or marketing shall be pursued and accomplished in accordance with the mutual agreement of the Parties. Upon SYF's request, Public School Partner shall use commercially reasonable efforts to cause participants in special Local Academy events or promotion and marketing activities for the Local Academy to sign a release in the form attached hereto as Exhibit D, or such other form as SYF may designate in writing from time-to-time, prior to such participant's participation in any such activities, with such modifications as may be approved by SYF in SYF's discretion.

Section 2.3. ~~Section 2.3.~~ **Publicity**. As the existence of the relationship between the Parties is of significant marketing value to all, during the Term, each Party shall be entitled to announce its special relationship with the other Party and to thereafter publish references to the relationship, provided that each Party shall be obligated to seek prior approval of the form and substance of any public announcement from the other Party, which approval shall not be unreasonably withheld or delayed.

Section 2.4. ~~Section 2.4.~~ **Financial Obligations of Parties; SYF Grants**.

(a) Obligations of the Public School Partner. Public School Partner shall assume ~~aJ~~all expenses associated with staffing, managing and operating the Local Academy as such allocation of expenses is described in the Site Cost Responsibilities Worksheet, attached hereto and made a part hereof, as Exhibit ~~D~~E; provided, further, that Public School Partner represents and warrants that it has the financial capacity to satisfy its financial obligations as set forth in Exhibit ~~D~~E and knows of no circumstances that will cause it to cease having appropriate financial capacity in the future.

(b) Obligations of SYF. SYF shall assume all expenses as such allocation of expenses is described in the Site Cost Responsibilities Worksheet attached hereto and made a part hereof as Exhibit ~~D~~E. Public School Partner acknowledges and agrees that SYF shall have no further financial or other obligations except as expressly set forth on Exhibit D and as otherwise expressly provided for in this MOU. The Parties acknowledge and agree that as of the date hereof, SYF's total investment in the Premises and the Local Academy is $100,000.00 (the "Initial Investment").

(c) SYF Grants. Public School Partner acknowledges and agrees that SYF may, from time to time, provide certain grants (each, a "SYF Grant" and collectively, the "SYF Grants") to Public School Partner that will allow Public School Partner to (1) make physical improvements to the Premises, (2) purchase furnishings, fixtures or equipment to be owned by the Public School Partner and used in the Premises and by the Local Academy, (3) fund programs or events that will directly or indirectly benefit the Local Academy, or (4) purchase instructional materials for use by the Local Academy. The terms and conditions and approved uses for each such SYF Grant and the ownership of any furnishings, fixtures or equipment purchased with a SYF Grant shall be documented in separate grant agreements to be executed by and between the Parties (each, a "SYF Grant Agreement" and collectively, the "SYF Grant Agreements") and no such SYF Grant shall be funded until the corresponding SYF Grant Agreement is executed

by the Parties. Public School Partner acknowledges and agrees that each such SYF Grant shall be used in a manner that will directly benefit or positively impact the Local Academy and in accordance with the terms and conditions contained in each corresponding SYF Grant Agreement. Notwithstanding the foregoing, Public School Partner acknowledges and agrees that each SYF Grant shall be provided in ~~SYF's~~SYF's sole and absolute discretion and SYF shall have no duty or obligation to provide any SYF Grants to Public School Partner. Further notwithstanding the foregoing or anything to the contrary under this MOU, in the event SYF engages in discussions with potential public and/or private grant providers or applies for certain public or private grants that would directly or indirectly benefit the Local Academy, Public School Partner shall not be entitled to participate in any such discussions, and Public School Partner shall not initiate or engage in separate discussions with such grant providers, or separately apply for any such grants without in each instance SYF's prior written consent

(d) SYF Overhead. SYF may incur from time-to-time during the Term certain travel, accounting, legal, and consulting costs, expenses and fees in connection with the establishment and oversight of the Local Academy and the Premises (collectively, the "SYF Overhead"). In the event this MOU is terminated in accordance with Section 3.2(d), SYF shall provide Public School Partner with documentation of such SYF Overhead and Public School Partner shall reimburse SYF for such SYF Overhead in accordance with Section 3.2(d).

ARTICLE III~~ARTICLE III~~

TERM AND TERMINATION

Section 3.1. ~~**Section 3.1.**~~ **Term**. Subject to the following provisions hereof, this MOU shall be effective for a term beginning on the Effective Date and continuing through and including June 30, ~~2025~~2030 (the "Initial Term"). Provided that the Local Academy is operating in accordance with the terms and conditions of this MOU as determined by SYF in its sole discretion and Public School Partner has not materially breached or failed to perform any duties or obligations hereunder and such breach or failure has not remained uncured after written notice to Public School Partner, SYF may elect to extend the Initial Term of this MOU for successive five (5) year periods on the same terms and conditions as provided in this MOU. Each such extension shall be effective upon execution by SYF and Public School Partner of a written agreement memorializing each such extension. Any reference in this MOU to "Term" shall mean the Initial Term as it may be extended from time to time pursuant to this Section 3.2.

Section 3.2. ~~**Section 3.2.**~~ **Termination; Effect of Termination**. Notwithstanding anything to the contrary contained herein, this MOU shall terminate upon the occurrence of any of the following:

(a) Either Party provides one hundred eighty (180) days written notice to the other Party of its termination of this MOU without cause.

(b) SYF provides ten (10) days written notice to Public School Partner of a material breach or failure to perform any duties or obligations hereunder by Public School Partner, with such notice stating with reasonable particularity the nature of the material breach or failure to perform, and such material breach or failure to perform remains uncured for thirty (30) additional days.

(c) Immediately upon SYF's written notice that lease for the Premises with the owner thereof has been terminated.

(d) Notwithstanding anything to the contrary contained herein, in the event that this MOU is terminated by (i) Public School Partner, without cause pursuant to Section 3.2(a) above, (ii) SYF, pursuant to Section 3.2(b) above, or (~~y~~iii) SYF, pursuant to Section 7.4 below, then within ten (10) days following SYF's written demand therefor, Public School Partner shall pay to SYF, in immediately available funds, a termination fee comprised of the following amounts:

~~(1) 25% of the Initial Investment if such termination occurs on or before June 30, 2020.~~

(1) ~~(2)~~ 100% of the SYF Overhead if such termination occurs on or before the first (1st) anniversary of the Effective Date.

(2) ~~(3)~~ 100% of a SYF Grant if such termination occurs on or before the first (1st) anniversary of the corresponding SYF Grant Agreement.

(3) ~~(4)~~ 80% of the SYF Overhead if such termination occurs on or before the second (2nd) anniversary of the Effective Date.

(4) ~~(5)~~ 80% of a SYF Grant if such termination occurs on or before the second (2nd) anniversary of the corresponding SYF Grant Agreement.

(5) ~~(6)~~ 60% of the SYF Overhead if such termination occurs on or before the third (3rd) anniversary of the Effective Date.

(6) ~~(7)~~ 60% of a SYF Grant if such termination occurs on or before the third (3rd) anniversary of the corresponding SYF Grant Agreement.

(7) ~~(8)~~ 40% of the SYF Overhead if such termination occurs on or before the fourth (4th) anniversary of the Effective Date.

(8) ~~(9)~~ 40% of a SYF Grant if such termination occurs on or before the fourth (4th) anniversary of the corresponding SYF Grant Agreement.

(9) ~~(10)~~ 20% of the SYF Overhead if such termination occurs on or before the fifth (5th) anniversary of the Effective Date.

(10) ~~(11)~~ 20% of a SYF Grant if such termination occurs on or before the fifth (5th) anniversary of the corresponding SYF Grant Agreement.

(e) Upon termination of this Agreement, Public School Partner agrees to remove Public School ~~Partner's~~Partner's goods and effects, to repair any damage caused by such removal and to peaceably yield up the Premises clean and in good order, repair and condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted. Any personal property used in connection with the Local Academy shall remain the property of Public School Partner and SYF shall have no obligations or rights with respect thereto.

ARTICLE IV~~ARTICLE IV~~

INTELLECTUAL PROPERTY MATTERS

Section 4.1. ~~**Section 4.1.**~~ **License to Use SYF Logos and Trademarks**. The Parties acknowledge and agree that SYF is the owner of or has created certain trademarks, logos and trade names listed on Exhibit ~~E~~F (collectively, the "SYF Trademarks"). During the Term and subject to the following conditions, SYF grants the Public School Partner a non-exclusive, non-transferable, terminable license to solely use the SYF Trademarks in connection with the Academy and the Local Academy. Any use by Public School Partner of any SYF Trademark is, however, subject to the Public School Partner obtaining from SYF prior written approval of SYF for any proposed use. Public School Partner acknowledges and agrees that SYF retains all right, title and interest in the SYF Trademarks and the value and goodwill associated therewith. Nothing in this Agreement will be construed to grant a Public School Partner any right, title or interest in or to the SYF Trademarks, other than as expressly stated in this Section 4.1. All use of the SYF Trademarks by Public School Partner and the goodwill associated therewith shall inure to the benefit of SYF. To the extent that any rights in the SYF Trademarks have inured to the Public School Partner, Public School Partner hereby assigns all rights, title and interest in and to the SYF Trademarks and the goodwill associated therewith to SYF. The Public School Partner agrees that it shall comply with all existing quality control procedures and policies that SYF has adopted and may adopt from time to time in the future regarding the use of the SYF Trademarks and perform all acts reasonably requested by SYF to assure the nature and quality of the use of the SYF Trademarks and the services and products are consistent with and do not detract from the goodwill associated with the SYF Trademarks. If in its sole discretion SYF believes that any use, including but not limited to, any use in already approved marketing material, advertisements, or promotions, is inconsistent with this Agreement or otherwise damages the goodwill associated with the SYF Trademarks, SYF may notify the Public School Partner of its objection to such use and upon receipt of such notice, the Public School Partner shall immediately cease such use of the SYF Trademarks in the objected to manner, regardless of whether such use was previously approved.

Section 4.2. ~~**Section 4.2.**~~ **Intellectual Property Arising From The Academy**. The Parties agree that any materials, logos, works of authorship, inventions or developments (whether patentable or not), curriculum, processes, and other information and procedures, including without limitation all trademarks, logos, trade name of the Academy and/or the Local Academy, copyrights, trade secrets, patents or other proprietary rights arising from (or developed by or for) the Academy and/or the Local Academy, including the name of the Academy and the Local Academy (collectively, "the "Intellectual Property") shall be owned by SYF and the Public School Partner hereby assigns all right, title and interest in and to the Intellectual Property to SYF. During the Term and subject to the terms and conditions of this Agreement, SYF grants to Public School Partner a non-exclusive, non-transferable, terminable license to use the Intellectual Property solely in connection with the Academy and the Local Academy. ~~SYF's~~ SYF's ownership of the Intellectual Property shall include ownership of the Intellectual Property Rights, all trademark applications, copyright applications, patent applications or any resulting trademark registrations, copyright registrations or patents that may be filed or issued. All legal and filing fees associated with such applications shall be borne by SYF and be in the name of SYF. The Public School Partner shall not file any such applications without the advance written consent of SYF.

Section 4.3. ~~Section 4.3.~~ **Noninfringement.** In performing its obligations and responsibilities under this Agreement, Public School Partner shall not infringe, misappropriate or violate any third party's copyrights, trademarks, trade secrets, patents, or other proprietary or contractual rights.

ARTICLE V~~ARTICLE V~~

DISPUTE RESOLUTION

Except as otherwise provided in Article III, Article VI or this Article V, if any dispute involving the Parties arises out of or relates to this MOU, the Parties agree to submit to and participate in the following dispute resolution mechanisms in the following order:

Section 5.1. ~~Section 5.1.~~ **Informal Dispute Resolution**. The Parties shall meet (the "Initial Meeting") promptly, through representatives with authority to resolve the dispute, and shall attempt in good faith to negotiate a resolution to the dispute without the necessity of involving outside parties.

Section 5.2. ~~Section 5.2.~~ **Mediation**. If, within fifteen (15) days after such Initial Meeting, the Parties have not succeeded in negotiating a mutually agreeable resolution of the dispute, they will appoint a mutually acceptable neutral person not affiliated with either of the Parties (the "Mediator"), and will participate in a non-binding mediation in a good faith effort to resolve the dispute. The mediation shall be held in Knox County, Tennessee. In the event that the Parties have failed to agree upon the appointment of a Mediator within twenty-five (25) days from the date of the Initial Meeting, SYF shall be entitled to select the Mediator from a firm of attorneys holding themselves out as practicing civil mediators practicing in Knox County, Tennessee. The Parties shall share equally the costs of the Mediator (including time and reasonable expenses) and any costs. For any other fees or expenses incurred in mediation, each Party shall bear its own costs.

Section 5.3. ~~Section 5.3.~~ **Jurisdiction and Venue**. If the Parties fail to resolve the dispute through mediation within forty-five (45) days of the Initial Meeting, the Parties may initiate a civil action in state or federal court and may thereafter seek any legal and equitable remedies as they may have, subject to the terms and conditions of this MOU. SYF and Public School Partner consent to the jurisdiction of any state or federal court located within Knox County, Tennessee. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to Public School Partner at the address indicated below each Party's signature, and Public School Partner otherwise waives personal service of any and all process made upon Public School Partner. SYF and Public School Partner each waive any objection which it may have to any proceeding commenced in a federal or state court located within Knox County, Tennessee, based upon improper venue or forum non conveniens. Nothing contained in this section shall affect the right of SYF to serve legal process in any other manner permitted by law or to bring any action or proceeding against Public School Partner or its property in any other courts having jurisdiction. SYF and Public School Partner, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this MOU or any of the transactions contemplated by this MOU or any course of conduct, dealing, statements (whether oral or written), or actions of any of them. Neither SYF ~~nor Public~~nor Public School Partner shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial

has been waived with any other action in which a jury trial cannot be or has not been waived. This waiver shall not be deemed to have been modified in any respect or relinquished by SYF or Public School Partner except by a written instrument executed by both of them.

ARTICLE VI~~ARTICLE VI~~

INSURANCE, ~~WAIVER~~WAIVER AND INDEMNIFICATION

Section 6.1. ~~**Section 6.1.**~~ **SYF**.

(a) SYF agrees to maintain the following coverages and will name or have Public School Partner named as an additional insured thereunder for the claims asserted against Public School Partner related to the Local Academy: a Commercial General Liability Policy with a Combined Single Limit of no less than $2,000,000 per occurrence and a $2,000,000 Combined Single Unit, aggregate.

(b) Notwithstanding anything to the contrary contained herein and to the extent allowed by applicable law, there shall be absolutely no personal liability on the shareholders, partners, officers, directors, agents, related entities, employees or customers of SYF with respect to any of the terms, covenants, conditions and provisions of this MOU. Public School Partner shall look solely to each and every remedy provided to Public School Partner pursuant to the terms of this MOU in the event of default of SYF hereunder. In the event that SYF (and all of its respective shareholders, partners, officers, directors, agents, related entities, employees, customers and invitees) (collectively the "SYF Group") is held liable in any way to Public School Partner for any matter related to this MOU, the Local Academy or the Academy, Public School Partner agrees to look solely to the proceeds of the insurance carried by SYF in accordance with this Section 6.1 in order to make its recovery, which proceeds shall be the sole right of recovery of Public School Partner.

(c) None of the SYF Group shall be liable for, and Public School Partner waives all claims for, damage to person or property sustained by Public School Partner or any person claiming through Public School Partner resulting from any accident or occurrence in or upon the Premises and/or the building or complex of which the Premises is a part. Public School Partner agrees to pay on demand ~~SYF's~~SYF's expenses, including reasonable attorneys' fees incurred in enforcing any obligation of the Public School Partner under this MOU.

Section 6.2. ~~**Section 6.2.**~~ **Public School Partner**

(a) Subject to limits imposed on Public School Partner under applicable law, Public School Partner agrees that it shall be responsible for any claim of personal injury, property damage (including, without limitation, damage to the Premises) and/or theft arising out of or relating to the use and operation of the Local Academy and the Premises and/or the building or complex of which the Premises is a part.

(b) Subject to limits imposed on Public School Partner under applicable law, Public School Partner hereby agrees to indemnify, defend and hold harmless the SYF Group against and from any and all liabilities, obligations, losses, costs, penalties, actions, suits, claims, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever (collectively, "Claims") in any way relating to or arising out of or alleged to arise from (a) any activity of the Public School Partner (including without limitation the activities of Public School ~~Partner's~~Partner's officers, directors, employees, agents, contractors, servants and students) (collectively, the "Public School Partner Group") including but not limited to negligent acts or omissions or willful misconduct of any Public School Partner Group Member; (b) any violation of Public School Partner of any law, rule, regulation or governmental or administrative permit or order; (c) any cybersecurity incident or data breach attributable to (i) the actions or inactions of Public School Partner (including without limitation the activities of Public School Partner's officers, directors, employees, agents, contractors, servants and students), (ii) the insufficiency of Public School Partner's cybersecurity policies or procedures, and/or (iii) Public School Partner's failure to comply with federal, state, and local cybersecurity laws and regulation; (d) Public School Partner's breach of any terms or conditions of this MOU; or (~~d~~e) the acts or omissions of Public School Partner; irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by a member of the SYF Group and regardless of the legal theory upon which the Claim is asserted. THIS INDEMNITY SHALL BE BROADLY CONSTRUED, SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW, AND SHALL APPLY REGARDLESS OF WHETHER IT IS ALLEGED THAT THE SYF GROUP OR PUBLIC SCHOOL PARTNER WERE SOLELY NEGLIGENT, THAT THE SYF GROUP AND PUBLIC SCHOOL PARTNER WERE JOINTLY NEGLIGENT, OR OTHERWISE. Notwithstanding the foregoing or anything to the contrary herein, SYF acknowledges that Public School Partner is a ~~self-insured~~self-insured governmental entity covered by the provisions of the Tennessee Governmental Tort Liability Act (the "GTLA"), codified at T.C.A. § 29-20-101, et seq. and shall have no liability to any party for any personal injury or property damage beyond the limits of liability as provided under the GTLA. Further notwithstanding anything to the contrary herein, Public School Partner does not waive any immunities under the GTLA, any other statutory provision or any common law doctrine, including, but not limited to, sovereign immunity.

Section 6.3. ~~**Section 6.3.**~~ **Survival/Liability Limitation**. The indemnity obligations of the Parties set forth in Sections 6.1 and 6.2 shall survive expiration or termination of this MOU. IN NO EVENT SHALL ANY SYF GROUP MEMBER BE LIABLE FOR ANTICIPATED OR LOST PROFITS, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES. Any action by Public School Partner arising out of or relating to this MOU must be commenced by Public School Partner within one year after the cause of action has occurred.

ARTICLE VII ~~ARTICLE VII~~

OPERATION OF ~~THE LOCAL ACADEMY~~THE LOCAL ACADEMY

Section 7.1. ~~**Section 7.1.**~~ **Control**. Public School Partner shall at all times during its use and operation of the Local Academy and the Premises provide sufficient supervision and maintain adequate control of its students, employees, guests or invitees, abide by the terms and conditions, rules and regulations contained in any lease or any other occupancy agreement for the Premises, and establish and maintain adequate security measures in accordance with Public School Partner's

policies and procedures in effect for other educational facilities operated by Public School Partner.

Section 7.2. ~~**Section 7.2.**~~ **Licenses**. In the event there are any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on and/or in use of the Premises or operation of the Local Academy, Public School Partner shall be responsible for obtaining and maintaining such licenses, authorizations and permits at its own cost and expense. No unlawful activities shall be permitted in the use of the Premises. The possession, storage or use of alcoholic beverages or the engagement of individuals in gambling activities shall not be permitted within the Premises.

Section 7.3. ~~**Section 7.3.**~~ **Waste**. Public School Partner agrees not to harm the Local Academy and the Premises, commit waste, create any nuisance, make any use of the Local Academy and the Premises and/or the building of which the Premises is a part, which is offensive as determined by SYF, in its sole discretion, or do any act tending to injure the reputation of SYF, and shall abide by all rules and regulations established by the owner of the Premises.

Section 7.4. ~~**Section 7.4.**~~ **Violations of Law**. Notwithstanding any of the foregoing provisions to the contrary, if Public School Partner is deemed to be in violation of any federal, state, municipal, or local fire, building, or other code, Public School Partner shall immediately cure any and all violations and immediately pay any and all costs, fines and/or penalties attributable to all such violation(s). If Public School Partner fails to cure said violation(s), SYF may at its sole discretion either (a) cure the violation(s), or (b) immediately terminate this Agreement without notice or liability to Public School Partner whatsoever. ~~SYF's~~ SYF's election to exercise the provisions of the preceding sentence shall not in any way relieve Public School Partner of paying any and all costs, fines, and/or penalties attributable to any such violation.

Section 7.5. ~~**Section 7.5.**~~ **Alterations**. Public School Partner agrees not to make any alterations or additions to the Premises, nor permit the making of any holes in its walls, partitions, ceilings, or floors, nor permit the painting or placing of any exterior signs, placards, other advertising, media, banners, pennants, awnings, aerials, antennas, or the like on or about the Premises, without on each occasion obtaining prior written consent of SYF, which consent may be withheld by SYF in its sole and absolute discretion.

Section 7.6. ~~**Section 7.6.**~~ **Mechanics Lien**. Public School Partner agrees not to suffer any mechanic's lien to be filed against the Premises by reason of any work, labor, services or materials performed at or furnished to the Premises, to the Public School Partner, or on behalf of or at the direction of Public School Partner. Public School Partner shall bear all costs and expenses (including SYF's reasonable attorneys' fees) to remove any mechanic's lien filed against the premises. Nothing in this Agreement shall be construed as consent on the part of SYF to subject SYF or SYF's estate in such premises to any lien of liability under the Lien Laws of the State in which such premises are located.

ARTICLE VIIIARTICLE VIII

MISCELLANEOUS

Section 8.1. Section 8.1. **Severability**. If any provision of this MOU is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this MOU that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this MOU shall remain in full force and effect as if this MOU had been executed without such invalid or unenforceable provisions.

Section 8.2. Section 8.2. **Notices**. Any notice required or permitted to be given under this MOU shall be conclusively deemed to have been received by a Party to this MOU on the day it is delivered to such Party at the address indicated below under the Party'sParty's signature (or at such other address as such Party shall specify to the other Party in writing) or, if sent by registered or certified mail, on the third business day after the date on which it is mailed to such Party at said address. All notices required pursuant to this MOU must be in writing.

Section 8.3. Section 8.3. **Entire Agreement**. This MOU sets forth the entire understanding between the Parties with respect to the matters contemplated by this MOU and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

Section 8.4. Section 8.4. **Amendments; Waivers**. This MOU may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this MOU may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this MOU, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this MOU.

Section 8.5. Section 8.5. **Applicable Law**. The Parties affirm that this MOU has been entered into in the State of Tennessee and will be governed by and construed in accordance with the laws of the State of Tennessee, notwithstanding any state'sstate's choice of law rules to the contrary.

Section 8.6. Section 8.6. **Assignment**. Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party. All of the terms, provisions, covenants, conditions and obligations of this MOU shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

Section 8.7. Section 8.7. **Authority.** The undersigned person executing this MOU on behalf of Public School Partner represents and warrants that he has been duly authorized to execute this MOU and that Public School Partner has taken all necessary action to authorize this MOU. Public School Partner further represents and warrants that this MOU constitutes the legal, valid and binding obligation of Public School Partner.

Section 8.8. No Benefit to Third Persons. Except as expressly set forth in this Agreement, including without limitation, the Public School Partner's obligations to indemnify the SYF Group as provided in Section 6.2, nothing herein, including but not limited to the rights, obligation, duties and responsibilities set forth in this MOU, is intended to nor shall be interpreted so as to create any rights, duties, obligations, responsibilities or causes of action in favor of any persons other than the named parties hereto.

IN ~~WITNESS~~WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below, to be effective on the Effective Date.

~~Date: _____,2020~~
~~Date: 00~~

Date: _____

("SYF")

SIMON YOUTH FOUNDATION, INC.

By: _____ ~~Printed: J. Michael Durnil, Ph.D.~~

Printed: Andrea L. Neely

Title: President and CEO

Address: 225 West Washington Street
Indianapolis, IN 46204

Date: _____

("PUBLIC SCHOOL ~~PARTNER~~PARTNER")

KNOX COUNTY SCHOOL DISTRICT

By: _____

Printed: Dr. Jon Rysewk

Title: Superintendent of Schools ~~Address: 912 South Gay Street~~

Address: 505 Summer Place
Knoxville, ~~IN~~TN 37902

~~KNOX COUNTY BOARD OF~~

~~KNOX COUNTY BOARD OF EDUCATION~~

EXHIBIT A

Depiction of Premises

~~EXHIBITB~~EXHIBIT B

Academy Information Collection

Information Collected	Submission Due Date
• Session Times & Enrollment • Program Overview • Graduation Information • Dual and Post-Secondary Credit	Due no later than Friday after Labor Day.

Staff Demographic Data Collection

Data Collected	Submission Due Date
• Status • Level • Year Started at Academy • Classification • Name • Gender • Race • Gender • Racial Demographic • Highest Education Level • Academy • SYF Position Title • School District Position Title • Phone •	Due no later than Friday after Labor Day.

(Del)

Information Collected	Submission Date
~~• Contact Information~~ ~~• Operational Information~~ ~~• Academy Staff~~ ~~• Graduation Ceremony Information~~ ~~• Community Advocacy Council Information~~	~~Refer to Academy Information Collection Instructions, issued annually~~

(Del)

Data Collected	Submission Date
~~• Students Enrollment~~ ~~• Ethnic and Racial Demographies~~ ~~• Free or Reduced Lunch~~ ~~• Homeless Students~~ ~~• Pregnant or Parenting~~ ~~• First Generation College Student~~	~~November 1, Annually~~

Back to School Student Demographic Data Collection

Data Collected	Submission Due Date
• Student ID • Academy Year • Enrollment Date	

• Exit Date • Reason for Enrollment • Reason for Exit • Eligible/Expected to Graduate • Actual Graduate • Impact • Grade • Gender • Race and Ethnicity • Free/Reduced Lunch • Homeless • Foster • Pregnant or Parenting • 1st Generation High School Graduate • 1st Generation College Graduate	Due no later than last Friday of October.

End of Year Student Demographic Data Collection

(Del) Data Collected	Submission Date
• ~~Number of Eligible Graduates~~ • ~~Number of Actual Graduates~~ • ~~Graduation Rate~~ • ~~Ethnic and Racial Demographies~~ • ~~Free or Reduced Price Lunch~~ • ~~Homeless Students~~ • ~~Pregnant or Parenting~~ • ~~First Generation College Students~~	~~Collection instructions, issued annually~~

~~Annual Reporting Definitions~~

~~Actual Graduates~~	~~Number of students receiving a diploma.~~ **Data Collected**	**Submission Due Date**
~~Community Advocacy Council (CAC)~~	~~A Community Advocacy Council (CAC) is a board of community leaders who are dedicated to helping solve the drop out crisis in their local community by supporting the long-term success of the students and members of Great Source Youth Academy. Similar to a booster club, the CAC ensures that the Academy staff and students have the resources they need to be successful.~~ • Student ID	
~~Eligible Graduates~~	~~Number of students anticipated to graduate by a certain date.~~ • Academy Year	
• Enrollment Date • Exit Date • Reason for Enrollment • Reason for Exit		
~~Ethnic and Racial Demographics~~	~~Number of students in reporting categories:~~ • Eligible/Expected to Graduate	
• Actual Graduate		Due within 48hrs of spring graduation Ceremony but no later than 1st Monday of July.
• Impact		
~~First Generation College Student~~	• Grade	~~Number of students who will be a first generation college attendee.~~
• Gender • Race and Ethnicity		
~~Free and Reduced Price Lunch~~	~~Number of students who qualify for free and reduced lunch per national school lunch program federal guidelines.~~ • Free/Reduced Lunch	
~~Homeless Students~~	~~Number of homeless youth "who lack a fixed, regular, and adequate nighttime residence." This includes those who live in shelters, abandoned buildings, cars, and~~	

	~~public spaces as well as youth who share housing with other families because of economic hardship or loss or similarly limited living parks, accompanied by, according to the McKinney-Vento Act~~ • Homeless	
• Foster		
~~Pregnant or Parenting Students~~	• ~~Number of students who are pregnant~~ Pregnant or a parent Parenting	
~~Senior Survey~~	~~Voluntary student report on aspects of high school experience and plans for the future~~ • 1st Generation High School Graduate	
~~Student Enrollment~~	• ~~Number of students attending the Academy.~~ 1st Generation College Graduate	

~~B-1~~

B-2

EXHIBIT C

Simon Youth Foundation

Simon Youth Foundation Stylebook

A communications stylebook is crucial to protecting and maintaining the identity of SYF. Each time we communicate with our stakeholders and the public at large, it is an opportunity to convey our mission and reinforce our identity - and all types of communication influence public perception of our identity.

The guidelines presented in this document are to be followed for all public communications, both print and electronic, distributed by Simon Youth Foundation, partner school districts, and Academy mall locations. Formatting issues or questions not addressed in this document should be brought to the attention of the SYF communications manager.

Table of contents

	Pages
Visual Identity Elements	
Logos and Icons Colors	2-4
Fonts	5
References to Key Initiatives Scholarships	6
Academies	6
Miscellaneous Style Notes	7 -8
	9

Miscellaneous Style Notes

If not addressed in this guide, SYF will follow AP Style in written publications.

Simon

Simon is preferred when referencing the corporate entity. Simon Property Group may be used to avoid confusion. Simon has three mall platforms:

- Simon Malls
- Simon Premium Outlets®
- The Mills®

State Abbreviations

Use AP style abbreviations for states, not Postal Codes. Postal Codes should only be used in an address block. A list of AP abbreviations can be found here: https://owl.english.purdue.edu/owl/resource/735/02/

A state needs to follow all cities, unless noted in AP Style https://owl.english.purdue.edu/owl/resource/735/02/

Telephone Numbers

Phone numbers should consist of an area code in parenthesis, and a hyphen between the digits.

- (317) 509-3676

Time

Times should be listed followed by a space and a.m. or p.m., (4:00 a.m., 12:15 p.m.). In the middle of a sentence, a comma should always follow the abbreviation. At the end of a sentence, an additional period should NOT be added.

- I went to the mall at 4:00 p.m., then returned at 6:30 p.m.

Web address

The SYF website should always be listed as syf.org. Use of WWW or http:// before syf.org is incorrect.

Washington Prime Group – Some SYF Academies are located in properties formerly owned by Simon Property Group, now owned by Washington Prime Group.

Visual Identity ElementsEXHIBIT C

The elements that make up the SYF visual identity include the SYF logo, Simon Youth Academy logos, and approved color palettes and fonts. Academies are encouraged to use the SYF logo and Academy logo on printed material. Prior to using the photo, be sure you have a high- resolution file from the Communications Manager and that you are using it in accordance with the brand guidelines outlined in this document.

SYF Logo

The SYF brand logo is our most visible symbol and **appears** on all of our print and electronic communications for a public audience. All marketing collateral, both print and electronic, as well as all web pages, press statements, and professional letters that are associated with SYF should display the SYF logo. Specific applications and guidelines for use are in the sections that follow.

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Simon Youth Academy Stylebook

Foundation

Academy Logos

Each individual Academy has its own vertical logo, consistent with the primary SYF logo. Your Academy logo should be used in communications that are school-specific. When promoting the Foundation as a whole, please use the SYF logo. Academy Logos are not available in the horizontal format.

(Modified graphics)

[redacted]

SYF Simon Youth Foundation

Simon Youth Academy Stylebook

A communications stylebook is crucial to protecting and maintaining the identity of SYF. Each time we communicate with our stakeholders and the public at large, it is an opportunity to convey our mission and reinforce our identity – and all types of communication influence public perception of our identity.

The guidelines presented in this document are to be followed for all public communications, both print and electronic, that are distributed by Simon Youth Foundation, partner school districts, Simon mall locations, and Simon Youth Academies.

Formatting issues or questions not addressed in this document should be directed to the SYF Communications Director Lauren B. Rapp at lauren.rapp@simon.com or 317.319.0271.

Table of Contents

Visual identity elements	Pages 2-5
Logos	2-3
Icons	4
Fonts & Colors	5
Word document template	6
References to key initiatives	Pages 7-10
Guidelines for Academy references	7-8
Guidelines for SYF references	9
Guidelines for scholarship references	10
AP Style References	Page 11

~~Simon Youth Academy~~
~~at Edinburgh Premium Outlets~~

(Added graphics)

Visual identity elements

The elements that make up the SYF visual identity include the SYF logo, Simon Youth Academy logos, and approved color palettes and fonts. Academies are encouraged to use the SYF logo and Academy logo on printed material. Prior to using the photo, be sure you have a high-resolution file from the Communications Manager and that you are using it in accordance with the brand guidelines outlined in this document.

SYF Logo

The SYF brand logo is our most visible symbol and appears on all of our print and electronic communications for a public audience. All marketing collateral, both print and electronic, as well as all web pages, press statements, and professional letters that are associated with SYF should display the SYF logo. Specific applications and guidelines for use are in the sections that follow.

Primary Logo: Horizontal

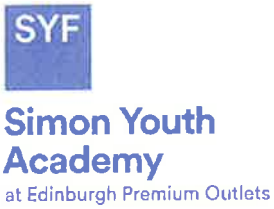
In a standard Word document, **the horizontal logo** should be 2-inches wide, with at least .5x space around it.
(when the logo is 2-inches wide, it will be .56" tall)

Secondary Logo: Vertical

In a standard Word document, **the vertical logo** should be 1-inch tall, with at least .5x space around it.
(when the logo is 1-inch in height, it will be 1.23" wide)

Academy Logos

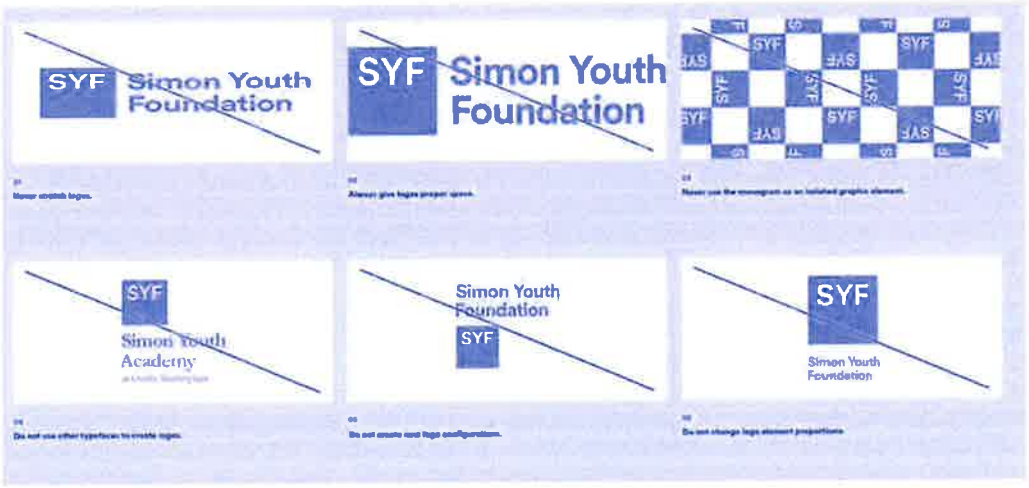
Each individual Academy has its own vertical logo, consistent with the primary SYF logo. Your Academy logo should be used in communications that are school-specific. When promoting the Foundation as a whole, please use the SYF logo. Academy Logos are not available in the horizontal format.



(Added graphics)

Guidelines for logo use

- DO size the logo properly.
  - In a standard Word document, **the vertical logo** should be 1-inch tall (when the logo is 1-inch in height, it will be 1.23" wide)
  - In a standard Word document, **the horizontal logo** should be 2-inches wide (when the logo is 2-inches wide, it will be .56" tall)
- DO think carefully about where you are using the SYF logo.
- DO use a high-resolution version of the file.
- DO consult with the SYF Communications Manager if you have questions about the proper use of the logo.
- DO use the appropriate color palette for the logo.
- DO NOT alter the logo artwork or positioning in any way.
- DO NOT change the logo's font or recreate the logo.
- DO NOT use the logo in a frame or box.
- DO NOT place the logo on backgrounds that use patterns, pictures or other distracting characteristics.
- DO reference the Design Style Guide for more detailed logo instructions.



(Added graphics)

Iconography

SYF often uses a mortarboard icon to express our goals of graduation. With the brand redesign, we also have a new graduation cap icon to use. The grad cap icon should NOT stand alone without the SYF logo appearing somewhere on the document.

SYF Iconography should be used only in consultation with the SYF Communication Director.

Additionally, SYF uses standard icons to promote fundraising events. These icons are consistent with our new brand image.

(Added graphics)

Fonts

These are the preferred font families for SYF communications.

- **Simon Circular** will be used by the SYF design team only for all marketing and advertising materials. The Circular family of fonts should NOT be used on standard office documents such as letters, Powerpoints, or press releases.
    - **Simon Circular Bold** should be used for headlines
- **Helvetica** should be used in professional letters, PowerPoints, Board reports, and other office documents.
    - **Helvetica Bold** should be used for headlines
- **Arial** is an acceptable substitution for Helvetica if Helvetica is not available.
    - **Arial Bold** should be used for headlines

Brand colors

SYF uses a small color palette that includes SYF Orange, true black, true white, and Simon Dark Gray (for web use only).

Pantone:	1655
RGB:	252 76 2
CMYK	0 73 98 0
HEX/HTML	FC4C02

Pantone:	None
RGB:	R 255 G 255 B 255
CMYK:	0 0 0 0
HEX/HTML	FFFFFF

Pantone:	Black 6 C
RGB:	16 24 32
CMYK	100 79 44 93
HEX/HTML:	101820

Pantone:	Cool Gray 9 C
RGB:	117 120 123
CMYK:	30 22 17 57
HEX/HTML	75787B

(Added graphics)

Word Document Template

Helvetica 11 Bold for headers (Use Arial if Helvetica is unavailable)

Helvetica 11 not bold for body copy. Use Arial if Helvetica is unavailable.

In a standard Word document, the horizontal logo should be 2-inches wide, with at least .5x space around it. (When the logo is 2-inches wide, it will be .56" tall.)

Per page 2, the preferred logo is horizontal (see below).

One-inch margins from top and sides.

Page number should not be included on single-page documents, single page front/back documents, or multi-page letters.

For documents more than one page and not front/back, page numbers should be placed in the footer (bottom right corner of the document).

The date should be placed in the top left corner, under the logo, in the date month year format:

1 January 2020

(Added graphics)

Standard Letter Template
To be printed on letterhead

DATE MONTH YEAR

NAME
TITLE
ADDRESS
CITY, STATE ZIP

Dear NAME:

INTRO PARAGRAPH

BODY PARAGRAPH

BODY PARAGRAPH

BODY PARAGRAPH

CLOSING PARAGRAPH

Sincerely,

NAME
TITLE
Simon Youth Foundation

Enclosures: DOCUMENT NAME
DOCUMENT NAME

cc: NAME, TITLE, ORGANIZATION
NAME, TITLE, ORGANIZATION

(Added graphics)

Key Organization References

Guidelines for Academy References

- Each Academy (school) supported by SYF will be referred to most generically as an Academy. More specifically, SYF-sponsored schools are to be communicated as a "Simon Youth Academy" or "Academies" in the case of multiple schools being referenced at a single time.
    - John Doe has attended a Simon Youth Academy for three years.
- When referring to a specific Academy in either print or electronic communications, the proper and complete school name will be used on first reference, which includes the academy's mall or SPG location after "Simon Youth Academy." For consecutive references, "the Academy (capitalized)" or "the school (lowercase)" is acceptable.
    - John Doe attends Simon Youth Academy at Circle Centre Mall. He's been studying at the Academy for the last three years. The school opened in 2015.
- In the event an Academy is a sponsored school, the sponsored title is to fall between "Youth" and "Academy" in the proper and complete school name.
    - John Doe attends Simon Youth Dr. Paul L. Kelley Volunteer Academy at Lincoln Park Technical and Trade Center.
- In cases where an Academy is located in a mall that is no longer a Simon property, the name may be modified for local signage purposes to preserve the relationship with new mall management. SYF will continue to refer to the Academy by its formal, branded SYF name publicly (ie web and social media).
    - The Academy at Independence Center (signage)
    - Simon Youth Academy at Independence Center (SYF use)
- If an Academy is known locally by a different name, SYF may use that name in local speaking and media engagements to ensure consistency and clarity among key local audiences. The following are suitable ways to reference such Academies, but require final approval from the Communications Director and/or CEO before use:
    - Phoenix High School at Sugarloaf Mills, a Simon Youth Academy
    - Phoenix High School at Sugarloaf Mills, in Cooperation with Simon Youth Foundation
    - Phoenix High School at Sugarloaf Mills, in Partnership with Simon Youth Foundation
- **There is no acronym for Academies that will appear in any publicly available SYF communications. SYAs and other shortened forms are not acceptable.**
- **Education Resources Center or ERC is an obsolete name for Simon Youth Academies and should NOT be used.**

(Added graphics)

Simon Youth Academy Branding Formal Names for Logo and Signage

Simon Youth Academy at Baldwin
Simon Youth Academy at BETA
Simon Youth Academy at Burlington
Simon Youth Academy at Circle Centre Mall
Simon Youth Academy at Indiana Premium Outlets
Simon Youth Academy at Hickory Hollow
Simon Youth Academy at Ida B. Wells School for Social Justice
Simon Youth Academy at Independence Center
Simon Youth Academy at John Marshall Alternative High School
Simon Youth Academy at Katy Mills
Simon Youth Academy at Martha Raines High School
Simon Youth Academy at McKinley Alternative School
Simon Youth Academy at Northshore Mall
Simon Youth Academy at Old Cockrill
Simon Youth Academy at Opry Mills
Simon Youth Academy at Outlet Marketplace
Simon Youth Academy at Port Charlotte Town Center
Simon Youth Academy at Prien Lake Mall
Simon Youth Academy at Raymond J. Lesniak Recovery High School
Simon Youth Academy at Seattle University
Simon Youth Academy at Serra High School
Simon Youth Academy at Shelbyville Central Schools
Simon Youth Academy at Sugarloaf Mills
Simon Youth Academy at The Mills at Jersey Gardens
Simon Youth Academy at The Shops at Mission Viejo
Simon Youth Academy at Towne East Square
Simon Youth Academy at Valley Vista
Simon Youth Academy at Westminster Mall
Simon Youth Academy on Cochran
Simon Youth Chester I. Lewis Academy
Simon Youth Clark-Pleasant Academy
Simon Youth Coast High School Academy
Simon Youth Kelley Academy at Lincoln Park Center
Simon Youth Judson Learning Academy at Rolling Oaks Mall
Simon Youth Academy at Mahoning County
Simon Youth Rose Tree Media Academy
Seattle Public Schools Bridges Program at Simon Youth Academy

Updated 11/1/2019

(Added graphics)

Guidelines for Simon Youth Foundation

- Simon Youth Foundation should always be spelled out on first reference.
- The word "the" should NOT be used before Simon Youth Foundation
- SYF can be used on later references.
- SyF (lowercase y) is NOT acceptable.
- *Programmatic references are listed on the next pages.*

Web address – The SYF website should always be listed as syf.org. Use of www or http:// before syf.org is incorrect.

- syf.org

Impact Metrics – Please reference the Impact Metrics Tracker and Memo for approved metrics (i.e.: graduation rate, number of Academies, etc.) and how to use them publicly and internally.

Formal Letters – The date should always be in the top left corner. Names, titles and addresses should fall below the date, followed by the salutation: Two line breaks go between the date and address, as well as the address and salutation. Do not use double spaces between sentences. *See example letter.*

Guidelines for Simon

- Simon is preferred when referencing the corporate entity.
- Simon Property Group may be used to avoid confusion.
- Simon has three mall platforms:
    - Malls
    - Premium Outlets
    - The Mills

Washington Prime Group/WP GLIMCHER – SYF has several Academies in Washington Prime Group malls. WP GLIMCHER is the former name of Washington Prime Group. Do NOT use WP GLIMCHER.

(Added graphics)

SYF Programmatic References

To achieve its stated mission, SYF supports two major programs – Simon Youth Academies and Simon Youth Scholarships. SYF's identity is rooted in its mission, and the manner in which we present SYF initiatives in our communications is crucial to the public perception of our identity.

Therefore, consistency in the language used to reference the key SYF initiatives is not only a component of brand maintenance, it is crucial element in how our organization is seen and understood by the public.

Guidelines for Scholarship References

- A student award granted by SYF is to be referred to as a "Simon Youth Scholarship recipient." "Scholarship winner" should not be used.
    - John Doe is a Simon Youth Scholarship recipient for the 2014-15 academic year. He is one of 60 students to earn a Simon Youth Scholarship this year.
- When referencing the broader program, "Simon Youth Scholarship program" should be used.
    - John Doe is one of 60 students who have benefitted from the Simon Youth Scholarship program this year.

Simon Youth Scholarships Branding

Formal names for the various Simon Youth Scholarships

- **Simon Youth Community Scholarship,** *a one-time scholarship awarded in partnership with Simon properties and available to graduating seniors living within 50 miles of a Simon property.*
- **Simon Youth Community Award of Excellence,** *a renewable scholarship awarded to top-ranking Community Scholarship applicants in 10 "hub" regions that are home to multiple Simon properties.*
- **Simon Youth Academy Scholarship,** *renewable two- and four-year scholarships awarded to graduates of Simon Youth Academies.*
- **Greg Saunders Legacy Scholarship,** *one-time scholarships awarded to high school graduate dependents of Simon Property Group employees; though not renewable, applicants may re-apply up to four years. Recipients are not publicized.*

(Added graphics)

AP Style References

If not explicitly addressed in this guide, SYF will adhere to AP Style in all written publications. AP Style, short for Associated Press style, has been consistently used by journalists, news organizations, magazines, editors and more since 1846.

Common AP Style references are below. Additional references can be found in this AP Style Cheat Sheet: http://bit.ly/APStyleCheatSheet

State Abbreviations – Use AP Style abbreviations for states, NOT Postal Codes, which should only be used in an address block. List of AP Style state abbreviations: http://bit.ly/APStyleStates

- SYF opened a new Simon Youth Academy in Kokomo, Ind.

A state abbreviation needs to follow all cities, except for these cities: http://bit.ly/APStyleCities

- SYF has four Academies in Seattle.
- SYF has two Academies in Port Charlotte, Fla.

Telephone Numbers – Phone numbers should consist of an area code in parenthesis, and a hyphen between the digits.

- (317) 509-3676

Time – Times should be listed followed by a space and a.m. or p.m.,(4:00 a.m., 12:15 p.m.). In the middle of a sentence, a comma should always follow the abbreviation. At the end of a sentence, an additional period should NOT be added.

- I went to the Academy at 11:00 a.m., and returned at 3:30 p.m.

Commas – Use commas to separate elements in a series, but do not put a comma before the conjunction of a simple series. However, if an integral element of the series requires a conjunction, or if the absence of a comma could lead to confusion, use a comma:

- The flag is red, white and blue.
- I had orange juice, toast, and ham and eggs for breakfast.

Use commas to separate a series of adjective in equal rank. Tip: If the commas could be replaced by the word and without changing the sense, the adjectives are equal.

- A thoughtful, precise manner. A smart, compassionate teacher.

EXHIBIT D

Form of Release[1]

RELEASE for Use of Image, Likeness, Voice and Written Words

I, the above named Individual, herby irrevocably grants Simon Youth Foundation, Inc, an Indiana nonprofit corporation, together with its employees, agents, assignees and licensees, in its sole discretion, unlimited license and permission to use, reproduce, display, distribute, publish, exhibit, perform and broadcast my name, voice, likeness, signature words and works in any form or medium, including but not limited to exhibits, websites, social media (including Twitter, Facebook, Pinterest, Instagram & others), iTunes, programs, brochures, pamphlets, displays and educational materials without compensation to me.

Consent of individual, parent or legal guardian if above is a minor: I hereby release and agree, individually and as parent or legal guardian of the minor named above, to hold harmless Simon Youth Foundation, Inc. and its employees, agents, assignees and licensees from and against any and all claims based upon or arising out of the use, reproduction, display, distribution, publication, exhibition, performance or broadcast of my child's name, voice likeness, signature, words and/or works and further agree that no compensation, money or other benefit shall be due from Simon Youth Foundation, Inc.

Printed Name: _____ Self/relationship to child: _____

Signature: _____ Date: _____

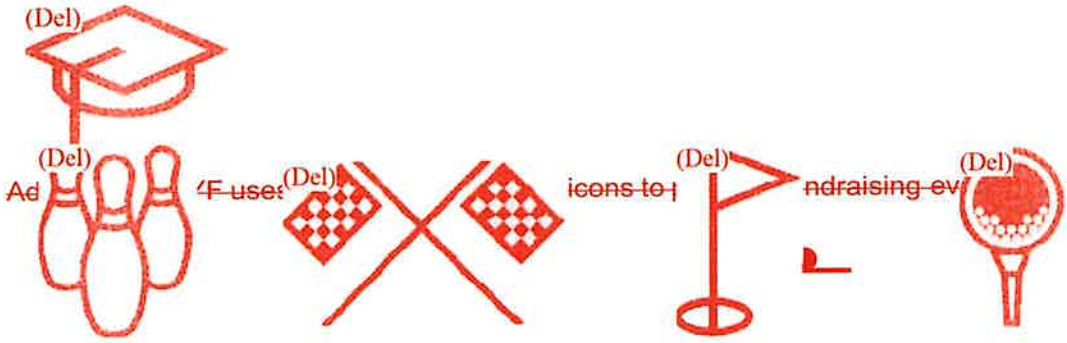
The information you supply on this form will not be sold or supplied to other organizations, except as required by law.

*****PLEASE NOTE: Unless the Academy receives a written notification otherwise, this release will remain valid and on file for a period of 20 years from the date signed.**

[1] Note to Draft: To confirm if this is consistent with the form most recently used by SYF

Icons

SYF often uses a mortarboard icon to express our goal of graduation. The grad cap icon should not stand without the SYF logo appearing somewhere on the document.



Guidelines for Logo Use

- DO think carefully about where you are using the SYF logo.
- DO use a high-resolution version of the file.
- DO consult with the SYF Communications Team
- DO use the appropriate color palette for the logo.
- DO NOT alter the logo artwork or positioning in any way.
- DO NOT change the logo's font or recreate the logo.
- DO NOT use the logo in a frame or box.
- DO NOT place the logo on b pictures or other distracting characteristics.

Examples of Inappropriate SYF

Brand Colors

SYF employs a limited color palette commonly referred to as 'SYF Orange', 'Black', 'White' and 'Gray'. For printing and web use, these colors are specified, as follows:

(Del)

Pantone 1655
R 252 B 76 G 2
COM 70 Y 99 K 1
Hex #FC4202

R 252 B 252 G 252
C0M0Y0K0
Hex#FFFFFF

(Del)

Pantone Black 6 C
R0B0G0
C 40 M 30 Y 30 K 100
Hex #000000

(Del)

Pantone Cool Gray 9 C
R 122 B 124 G 125
C 60 M 50 Y 50 K 0
Hex#7A7C7D

The following font families are preferred for SYF communications:

- Simon Circular shall be used by the SYF design team only for all marketing and advertising materials. The Circular family of fonts should NOT be used on standard office documents such as letters, Powerpoints, or press releases.
  - **Simon Circular Bold should be used for headlines**

- Helvetica shall be used in professional letters, PowerPoint presentations and other office documents.
  - **Helvetica Bold should be used for headlines**
- Arial is an acceptable substitution, if Helvetica is not available.
  - **Arial Bold should be used for headlines**

References to Key Initiatives

To achieve its stated mission, SYF supports two major initiatives – Simon Youth Academies and Simon Youth Scholarships. SYF's identity is rooted in its mission, and the manner in which we present SYF initiatives in our communications is crucial to the public perception of our identity. Therefore, consistency in the language used to reference the key SYF initiatives is not only a component of brand maintenance, it is crucial element in how our organization is seen and understood by the public.

Simon Youth Foundation

- Simon Youth Foundation should always be spelled out on first reference.
- SYF can be used on later references.
- SyF (lowercase y) is NOT acceptable.

Simon Youth Scholarships

- A student award granted by SYF is to be referred to as a "Simon Youth Scholarship" or "Scholarships" in the case of referencing multiple awards.
    - John Doe earned a Simon Youth Scholarship for the 2014-15 academic year. He is one of 60 students who have earned Simon Youth Scholarships this year.
- When referencing the broader program, "Simon Youth Scholarship program" should be used.
    - John Doe is one of 60 students who have benefitted from the Simon Youth Scholarship program this year.
- "Scholarship recipient" is preferred over "scholarship winner".

Simon Youth Scholarship Branding

Formal names for the various Simon Youth Scholarships

- **Simon Youth Community Scholarship,** *awarded in partnership with Simon properties and available to any high school graduate living within 50 miles of a Simon property*
- **Simon Youth Community Award of Excellence,** *awarded to one selected Community Scholarship applicant in 10 "hub" regions that are home to multiple Simon properties*
- **Simon Youth Academy Scholarship;** *awarded to graduates of Simon Youth Academies*
- **Greg Saunders Legacy Scholarship** *awarded to high school graduate dependents of Simon Property Group employees, these scholarship winners are not made public.*

Simon Youth Academy References

- Each school supported by SYF will be referred to most generically as an Academy. More specifically, SYF-sponsored schools are to be communicated as a "Simon Youth Academy" or "Academies" in the case of multiple schools being referenced at a single time.
    - John Doe has been attending a Simon Youth Academy for three years.
- When referring to a specific academy in either print or electronic communications, the proper and complete school name will be used on first reference, which includes the academy's mall or SPG location after "Simon Youth Academy." For consecutive references, "the Academy (capitalized)" or "the school (lowercase)" is acceptable.
    - John Doe attends the Simon Youth Academy at Independence Center. He's been studying at the Academy for the last three years. The school opened in
- In the event an academy is a sponsored school, the sponsored title is to fall between "Youth" and "Academy" in the proper and complete school name.
    - John Doe attends the Simon Youth Dr. Paul E. Kelley Volunteer Academy at Knoxville Center.
- There is no acronym for the academies that will appear in any publicly available SYF communications. SYAs and other shortened forms are not acceptable.
- Education Resources Center or ERC is an obsolete name for Simon Youth Academies and should NOT be used.

Simon Youth Academies
Formal names for all academies

Updated April 26, 2018

Simon Youth Academy at Burlington
Simon Youth Academy at Circle Centre Mall
Simon Youth Academy at Edinburgh Premium Outlets Simon Youth Academy at Hickory Hollow
Simon Youth Academy at Ida B. Wells School for Social Justice
Simon Youth Academy at Independence Center Simon Youth Academy at Katy Mills
Simon Youth Academy at Martha Raines High School Simon Youth Academy at Northgate Mall
Simon Youth Academy at Old Cockrill
Simon Youth Academy at Opry Mills
Simon Youth Academy at Outlet Marketplace
Simon Youth Academy at Prien Lake Mall
Simon Youth Academy at Seattle University
Simon Youth Academy at Serra High School
Simon Youth Academy at Sugarloaf Mills Simon Youth Academy at Sunland Park Mall
Simon Youth Academy at The Shops at Mission Viejo Simon Youth Academy at Towne East Square
Simon Youth Academy at Valley Vista Simon Youth Academy at Westminster Mall Simon Youth Academy on Cochran
Simon Youth Career Quest Academy at Port Charlotte Town Center Simon Youth Chester I. Lewis Academy
Simon Youth Clark-Pleasant Academy Simon Youth Coast High School Academy
Simon Youth Dr. Paul L. Kelley Volunteer Academy
Simon Youth Judson Learning Academy at Rolling Oaks Mall
Simon Youth Mahoning County Academy at Southern Park Mall
Simon Youth Peabody Learning Academy at Northshore Mall
Simon Youth Rose Tree Media Academy

Miscellaneous Style Notes

If not addressed in this guide, SYF will follow AP Style in written publications.

Simon

Simon is preferred when referencing the corporate entity. Simon Property Group may be used to avoid confusion. Simon has three mall platforms:

- Simon Malls
- Simon Premium Outlets®
- The **Mills®**

State Abbreviations

Use AP style abbreviations for states, not Postal Codes. Postal Codes should only be used in an address block. A list of AP abbreviations can be found here: https://owl.english.purdue.edu/owl/resource/735/02/

A state needs to follow all cities, unless noted in AP Style https://owl.english.purdue.edu/owl/resource/735/02/

Telephone Numbers

Phone numbers should consist of an area code in parenthesis, and a hyphen between the digits.

- (317) 509-3676

Time

Times should be listed followed by a space and a.m. or p.m., (4:00 a.m., 12:15 p.m.). In the middle of a sentence, a comma should always follow the abbreviation. At the end of a sentence, an additional period should NOT be added.

- I went to the mall at 4:00 p.m., then returned at 6:30 p.m.

Web address

The SYF website should always be listed as syf.org. Use of www or http:/1 before syf.org is incorrect.

Washington Prime Group - Some SYF Academies are located in properties formerly owned by Simon Property Group, now owned by Washington Prime Group.

~~EXHIBITD~~
EXHIBIT E

Site ~~COSTRESPODSL"BILITIES~~Cost Responsibilities Worksheet

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
FINANCIAL COMMITMENTS		
1: FACILITIES ~~<~~(Buildout Only)		
1.1 Construction		
Architecture & ~~Emrineering~~Engineering Services		X
Construction Documents (Drawings & ~~Soecifications~~Specifications)		X
Local ~~Pennits & Aoorovals~~Permits & Approvals		X
Construction Bidding & Negotiation		X
Construction Administration		X
Construction (walls, ceilings, doors, windows, electrical, fire protection, mechanical, restrooms, interior finishes)		X
1.2 ~~Un1lrades~~Upgrades		
~~Comnuter~~Computer/Telephone/Cabling		X
Data Ports and Cover Plates		X
Window Blinds & Shades		X
Security ~~Svstem~~System/Alarms/Devices		X
Food Service Equipment		X
~~Soecialtv~~Specialty Thermostats		X
		--
1.3 ~~Annliances~~Appliances		
Refrigerator		X
Microwave		X
Water Cooler		X
1.4 ~~Furnishin!!s~~Furnishings		
Academy Lobby		X
Conference & Huddle Rooms		X
Offices & Workrooms		X
Classrooms & Lecture Rooms		X
Student ~~Cafe~~Café & Lockers		X

COST CATEGORIES	SYF	PUBLIC SCHOOL PARTNER
1.5 Equipment		
Landline Telephones		X
Photocopier		X
Fax Machine		X
Desktop Computers, Laptops, Mobile Devices (Tablets & Cell Phones)		X
Network Hub		X
Internet Router/Wireless Access Points		X

~~D-1~~

~~COST CATEGORIES~~	~~SYF~~	~~PUBLIC SCHOOL PARTNER~~
Computer Racks		X
1.6 Instructional Material		
Self-Paced Workbooks Library		X
Educational Software ~~Librarv~~Library		X
Job & Life Skills Software		X
Business Software		X
Videos		X
2. FACILITIES		
2.1 ~~Recurrinl! Ooerations~~Recurring Operations		
Rent		X
HVAC Maintenance & ~~Renair~~Repair		X
Water/Sewage Fees		X
Electrical Utility Fees		X
~~Eauipment~~Equipment Maintenance & ~~Renair~~Repair		X
Janitorial Services		X
~~Teleohone.~~Telephone, Internet & Cable Fees		X
Liability Insurance		X
3. PROGRAM OPERATIONS		
3.1 Personnel		
Local Academy Administrator		X
Administrative Assistant		X
Guidance Counselor		X
Social Worker		
Teachers		X
Industry Trainers		X
Mentors		X
Health Care Providers		X
3.2 Other ~~Pro2ram~~Program Costs		
Supplies (office, classroom, food service, restroom, janitorial, replacement light bulbs, etc.)		X
Postage & ~~Shinning~~Shipping		X

Printing		X
Student Transportation		X
Events, ~~Reco!!llition &~~Recognition & Awards	X	X
Replacement & New Materials		X
Hardware & Software ~~Umrrades~~Upgrades		X
Staff Development & Training	X	X
Conferences, Meetings & Related Travel	X (Best Practice Conference ~~Onlv~~Only)	X
Dues & Publications	X	X

~~COST CATEGORIES~~	~~SYF~~	~~PUBLIC SCHOOL PARTNER~~
Computer Hardware Maintenance		X

~~EXHJBITE~~
EXHIBIT F

SYF Trademarks

Images below are in the process of being trademarked by Simon Youth Foundation.

SYF Horizontal Logo

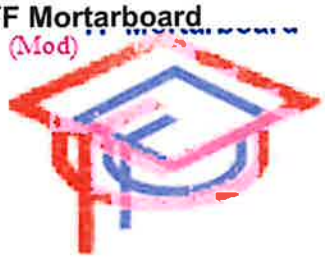
~~Simon Youth Foundation~~

SYF Vertical Logo

~~Simon Youth Foundation~~

SYF Monogram

SYF Mortarboard



Summary report: Litera® Change-Pro for Word 10.1.0.800 Document comparison done on 3/24/2020 1:57:43 PM	
Style name: IM Default	
Intelli2ent Table Comparison: Active	
Ori2inal DMS: dm://INDY/15298994/1	
Modified DMS: dm://INDY/15298994/5	
Chan2es:	
Add	6
9elete	7
Me„·e Ffem	0
Move To	0
Table Insert	0
·i::aale 9elete	0
Table moves to	0
+able n:1.eYes ffem	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Chan2es:	13

Summary report: Litera Compare for Word 11.5.0.74 Document comparison done on 5/5/2025 5:31:48 PM	
Style name: IM Default	
Intelligent Table Comparison: Active	
Original filename: SYF - Kelley Volunteer Academy MOU Final_Expires 06302025.docx	
Modified DMS: nd://4923-1357-6253/3/SYF - Second Amended and Restated Simon Youth Kelley Academy at Lincoln Park.docx	
Changes:	
Add	269
~~Delete~~	541
~~Move From~~	2
Move To	2
Table Insert	13
~~Table Delete~~	15
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	36
Embedded Excel	0
Format changes	0
Total Changes:	878

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

I am seeking approval for the continuation of the MOU for Simon Youth Kelley Academy at Lincoln Park Center.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-17281 **R-25-6-211**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with the Morgan Wallen Foundation for receipt of grant funding in the amount of $1,200,000.00 for Gibbs High School. **(DEFER TO JULY AT REQUEST OF SPONSOR)** *(previously Deferred from May to June at Request of Sponsor)*

(Schools)

Attachments

No file(s) attached.

RLA-17384 **R-25-6-212**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: TERRI COATNEY, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $181,211.61.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-2 CHS Foundation/Kelsea Ballerini Donations

3-UTK Outdoor Learning Facilities Projects

4-Northshore Elementary School PTO Donation

5-Sequoyah Elementary School PTO Donation

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND DONATIONS FOR THE KNOX COUNTY SCHOOLS AS SHOWN ON THE ATTACHED LIST AND IN THE TOTAL AMOUNT OF $181,211.61.

RESOLUTION: **R-25-6-212**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has deemed it in the best interest of the Knox County Schools to apply for and receive public and private grants for the benefit of the Knox County Schools; and

WHEREAS, the Knox County Board of Education is also thankful for the generous donations it receives to help further the important work of the Knox County Schools; and

WHEREAS, the attached list itemizes the (1) grantor/donor; (2) the amount of the grant or donation; (3) the school to which the grant or donation applies; and (4) the purpose of each grant or donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of the grant funds and donations; and

WHEREAS, at its regularly scheduled meeting on June 5, 2025, the Knox County Board of Education individually approved the grants and donations listed on the attached document.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of grant funds and donations for the Knox County Schools as specifically shown on the list of grants and donations attached hereto and incorporated herein by reference and in the total amount of $181,211.61. A copy of the grant or donation notification letter and/or other information provided with each grant or donation is also attached hereto.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify Knox County's acceptance of the listed grants or donations, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Grant and Donation Listing
June 2025

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	Central High School Foundation	Central High School	Purchase and installation of electronic sign	N/A	N/A	$20,000.00
2	Kelsea Ballerini	Central High School	Purchase and installation of electronic sign	N/A	N/A	$10,000.00
3	The University of Tennessee, Knoxville with funding provided by the Inflation Reduction Act and USDA Forest Service, Urban and Community Forest Program	Dr. Paul L. Kelley Volunteer Academy and Lonsdale Elementary School	Outdoor Learning Facilities	N/A	N/A	$25,870.00
4	Northshore Elementary School PTO	Northshore Elementary School	Purchase and installation of shade structures, benches, and a gaga ball pit at the school's playground	N/A	N/A	$41,000.00
5	Sequoyah Elementary School PTO	Sequoyah Elementary School	Construction of a covered playground pavilion	N/A	N/A	$84,341.61
			TOTAL AMOUNT			**$181,211.61**

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Central High School proposes the installation of a new electronic sign to replace the existing sign located at the corner of Essary Drive and Rosebay Drive. The project will be fully funded through proceeds raised by the CHS Foundation Brick Campaign ($20,000) and a generous $10,000 donation from former CHS student and recording artist Kelsea Ballerini. The electronic sign will enhance communication with students, families, and the community by displaying real-time updates and important announcements. KCS Maintenance would need to complete the necessary electrical work and connection.

Cost to Knox County Schools

KCS Maintenance would need to complete the necessary electrical work and connection

Description and Type of Funding Source

CHS Foundation and Donation from Kelsea Ballerini

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

SIGNCO INCORPORATED

3101 Northwest Park Dr. Knoxville, Tennessee 37921
Phone: (865) 947-2086 FAX (865) 947 2089
info@signco-inc.com www.signco-inc.com

Proposal

Acceptance

SUBMITTED TO:	DATE	CUSTOMER CONTACT
Angie King	4/16/25	
ADDRESS	JOB NAME	
5321 Jacksboro Pike	Central H.S.	
CITY, STATE, ZIP	JOB LOCATION	
Knoxville, TN 37918	Fountain City	
PHONE ☐FAX# ☐CELL# ☐OTHER_____	SALES REPRESENTATIVE	
(865)300-6919	Baker Jones	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

Signco proposes to remove & scrap existing sign cabinet while leaving steel existing steel in place for new sign. Signco proposes to fabricate & install new 2'-6" tall X 6'-3" wide LED lighted sign cabinet with panned faces & vinyl graphics. Cabinet & trim will be painted black. Top sign cabinet will sit on top of Thinksign brand 3'-2" tall X 6'-3" wide, double sided, full color digital sign with lifetime cellular data plan for communication. Signco will build 2' wide aluminum pole cover. Labor. 10MM(resolution) - 96 X 192 pixel matrix.....$30,000.00

Customer is responsible for getting correct power to the sign, top ID sign will require (1) 120V, 20amp breaker, & the digital sign will require (2) 120V, 20amp breakers - (3) circuits total

If engineering is required, this would be additional

INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED.
PRIMARY WIRING IS THE RESPONSIBILITY OF THE CUSTOMER . NO VERBAL AGREEMENTS RECOGNIZED.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR , COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF

DOLLARS ($ 30,000.00)

PAYMENT TO BE MADE AS FOLLOWS

50% deposit due upon order($15,000.00), balance due upon completion.

A FINANCE CHARGE OF 1.5% MONTHLY IS CHARGED ON ALL PAST DUE ACCOUNTS. PLUS COST OF COLLECTION INCLUDING REASONABLE ATTORNEYS FEE IF INCURRED.

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, or other contingencies beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

SIGNCO INCORPORATED

BY: T Baker Jones TITLE:

NOTE: This proposal may be withdrawn by SIGNCO if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

It is the right of Signco, Inc. to remove any and all signs for non-payment or delay of payment.
Final payment is due the DAY OF INSTALLATION.
Credit Card Payments are subject to an Additional 4%.
The above prices, Specifications, terms and conditions are satisfactory and hereby accepted.

DATE OF ACCEPTANCE: X

CUSTOMER:

BY: X TITLE:

CONTRACT NOT BINDING UNTIL ACCEPTED BY AUTHORIZED OFFICER

SIGNCO inc.
PLASTIC. NEON. ELECTRONIC

SIGN & FAX BACK SO THAT WE MAY APPROVE YOUR ORDER.
FAX: 865.947.2089 info@signco-inc.com

☐ APPROVED
☐ APPROVED W/CHANGES
☐ REVISE & RESUBMIT

APPROVAL SIGNATURE

FILE LOCATION: Baker/C/Central HS	SALES REPRESENTATIVE: Baker Jones	DATE: 04-15-2025	SCALE: 1/4" = 1'
LOCATION: Knoxville, TN	FILE: Central HS Pylon	DRAWN BY: Tiffany Poling	

This drawing is the property of SIGNCO, Inc. & to be used for contractual purposes between the customer & SIGNCO, Inc. only. Unauthorized use of this information will result in claims up to 1/3 value of the job represented on this drawing.
VALUE OF THIS DRAWING: $500.00

SIGNCO inc.
PLASTIC.NEON.ELECTRONIC

SIGN & FAX BACK SO THAT WE MAY APPROVE YOUR ORDER.
FAX: 865.947.2089 info@signco-inc.com

☐ APPROVED
☐ APPROVED W/CHANGES
☐ REVISE & RESUBMIT

APPROVAL SIGNATURE

FILE LOCATION: Baker/C/Central HS	SALES REPRESENTATIVE: Baker Jones	DATE: 04-15-2025	SCALE: 1/4" = 1'
LOCATION: Knoxville, TN	FILE: Central HS Pylon	DRAWN BY: Tiffany Poling	

This drawing is the property of SIGNCO, Inc. & to be used for contractual purposes between the customer & SIGNCO, Inc. only. Unauthorized use of this information will result in claims up to 1/3 value of the job represented on this drawing.
VALUE OF THIS DRAWING: $500.00

SIGNCO inc.
PLASTIC.NEON.ELECTRONIC

SIGN & FAX BACK SO THAT WE MAY APPROVE YOUR ORDER.
FAX: 865.947.2089 info@signco-inc.com

☐ APPROVED
☐ APPROVED W/CHANGES
☐ REVISE & RESUBMIT

APPROVAL SIGNATURE

FILE LOCATION: Baker/C/Central HS	SALES REPRESENTATIVE: Baker Jones	DATE: 10-27-2023	SCALE: 1/4" = 1'
LOCATION: Knoxville, TN	FILE: Central HS Pylon	DRAWN BY: Tiffany Poling	

This drawing is the property of SIGNCO, Inc. & to be used for contractual purposes between the customer & SIGNCO, Inc. only. Unauthorized use of this information will result in claims up to 1/3 value of the job represented on this drawing.
VALUE OF THIS DRAWING: $500.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-295

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/28/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Green Infrastructure Outdoor Learning Facilities For Kelley Volunteer Academy

Cost to Knox County Schools

$0

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Dr. Sofia Roth

DATE: 5/6/25

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Green Infrastructure Outdoor Learning Facilities for Kelley Volunteer Academy
Requested By:	Chris Long
Approved By: (School Principal)	Dr. Sofia Roth
Phone	865-362-6801
Nature of the Project	A Gravel Tree Stormwater System will serve as an outdoor learning facility to teach students about green infrastructure, green career paths, ecosystem services, stormwater, and forestry.
Cost of the Project	$16,845
Funded By ☐ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	Funding for this project is provided to the University of Tennessee by the U.S. Department of Agriculture Forest Service, Urban and Community Forestry Program.
Cost to Knox County Schools	$0

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Sofia Roth

DATE: 5/8/2025

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Dr. Paul Kelley Volunteer Academy
Requested By:	Sofia Roth
Approved By: (School Principal)	Sofia Roth
Phone	865 406 8759
Nature of the Project	Gravel Bed Storwater Detentions System for Growing Trees Extraurban Areas - See proposal from UTK.
Cost of the Project	$16,845
Funded By ☐ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	University of TN
Cost to Knox County Schools	$0

FA–100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Kelley Volunteer Academy Date 05/06/2025

2) Item(s) to be Purchased (Note 1)
   1) _____
   2) _____
   3) _____
   4) _____
   Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 0

4) Vendor _____

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	_____	Account Number	_____	Amount $	_____
Source 2	_____	Account Number	_____	Amount $	_____
Source 3	_____	Account Number	_____	Amount $	_____
Source 4	_____	Account Number	_____	Amount $	_____
Total (Should Equal Item #3 Above)				$	_____

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: _____

Principal: _____

Date: _____

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

Green Infrastructure Outdoor Learning Facilities for Kelley Volunteer Academy

Prepared for Kelley Volunteer Academy by the University of Tennessee, Knoxville and Socially Equal Energy Efficient Development (SEEED)

May 6, 2025

To: Knox County Schools Board of Education
400 W Summit Hill Dr SW, Knoxville, TN 37902

From:
Victoria Rexhausen
Post Doctoral Research Associate, University of Tennessee - Knoxville

PROJECT SUMMARY

The University of Tennessee, Knoxville (UTK), and Socially Equal Energy Efficient Development (SEEED), a 501(c)(3) in East Knoxville, would like to collaborate with Dr. Paul L. Kelley Volunteer Academy (KVA) to install outdoor learning facilities to be used to teach learning modules about green infrastructure, stormwater, and forestry. The cost of installations will be donated to KVA by UTK and SEEED. The cost of materials and labor for this project totals $16,845, which is outlined on page 3. Funding for this project is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program, awarded to UTK.

The installations will include two gravel tree stormwater systems (GTSS) on KVA's campus. Pages 2-4 describe the project's scope, and an aerial photo indicating the project's location on campus can be found below (Figure 1). The GTSS will be outfitted with monitoring devices, including a water level data logger and rain gauge, exposing the students to citizen science and allowing hands-on activities to accompany in-classroom learning modules. Lessons will be carefully crafted to ensure these efforts integrate and don't detract from course content. Page 6 elaborates on lesson plan subjects.

Figure 1: Aerial photo indicating the location of the proposed installations on campus. The GTSSs will be located on opposite corners of the southern end of the parking area adjacent to Chickamauga Ave. The GTSS footprints are indicated as yellow squares inside the red circle.

GRAVEL TREE STORMWATER SYSTEM

Background

Gravel Tree Stormwater Systems (GTSS) were originally conceived by staff in the Urban Forestry South office in Athens, GA. In these systems, soils are excavated to a depth of approximately 3 ft within an 18 X 18 ft area specifically sized to trap stormwater runoff from a given catchment. The system is designed to, at a minimum, have a volume sufficient for a mature tree. Within this excavated area, a 6 ft x 6 ft x 3 ft wooden box is placed and filled with mineral soil (Figure 2). A tree is planted inside the mineral soil, and holes are drilled in the side of the cube to allow the tree roots to migrate into the surrounding area. Around this cube, in the remainder of the excavated area, washed #57 stone is placed, providing space for the roots to grow and access the incoming stormwater runoff. The stone provides structural stability as well as void space for runoff storage. This system is designed to mimic bioretention (i.e., rain gardens) and functions similarly. However, by using stone instead of bioretention media, the cost of these systems is nearly one-third that of more traditional bioretention areas, making it an extremely attractive potential alternative. Further, these systems are specifically designed to promote tree health, resulting in a tree-centric approach to stormwater management where benefits such as shading, evaporative cooling, and ecosystem services the tree provides are still realized. One of the first GTSS was installed in East Knoxville in a collaborative effort between the U.S. Forest Service, the University of Tennessee (UT), and the City of Knoxville Urban Forestry Division. Observations showed the system was well functioning, and tree growth and health in the system were excellent.

(a) (b) (c)

Figure 2: Gravel tree stormwater system pilot installation in East Knoxville. (a) gravel being added to the excavated area with tree box installed, (b) system after completion of construction, and (c) project after tree maturation (pictures courtesy of Eric Kuehler)

Proposed Installation

A GTSS is proposed to be built in the northwest corner of the parking area adjacent to Chickamauga Ave on KVA's campus. This location receives sheet flow from most of the parking lot during rain events. GIS data was used to determine a watershed size of approximately 7676.5 ft^2, with an anticipated stormwater volume of approximately 640 cubic feet resulting from a 1-inch rain event. An aerial photo describing the location of the proposed site is included (Figure 1).

Upon approval of this proposal, survey equipment will be used to determine the exact topography of the proposed build site. UT will create design plans for the location based on survey results and oversee construction from local contractors. Contractors will be fully supervised by UT staff and undergo a background check/TAPS clearance. Each GTSS will cost approximately $7,500 to build, including labor, heavy machine operation, and materials. The school's faculty and students will be invited to help with planting the tree in the GTSS. The project's PI, Dr. Jon

Hathaway, has extensive experience with such installations and has successfully completed a number of similar design and construction projects in both academic and industry settings.

BUDGET

The following table outlines the estimated cost of materials and labor. The entire cost of this project is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program, and will be a donation to Knox County Schools.

Budget Outline

Item	Cost/Unit	Quantity/unit	Cost
PLANTS			
Bald Cypress Tree for GTSS	$90	2	$180
MATERIALS			
Gravel (¾" crushed, quartzitic sandstone)	$30 / yd^3	80 yd^3	$2,400
Soil (from site)	-	200 ft^3	-
Riverstone	$385 /ton	2 ton	$770
PVC Drain Pipe (4" diameter, 10 ft length)	$10 / section	8 sections	$80
Perforated PVC Sewer Drain Pipe (4" diameter, 10 ft length)	$10 / section	8 sections	$80
PVC Elbow (90 degrees, 4" diameter)	$5.38	4	$21.52
PVC Sewer Drain Street Elbow (90 degrees, 4")	$5.38	4	$21.52
PVC Sewer Drain Sanitary Tee (4")	$5.98	1	$5.98
PVC Cement and Primer	$8.48	2	$16.96
PVC Cap Fitting-4"	$1.98	4	$7.92
6 mil clear plastic sheeting - 20' X 100'	$98.00	1 box	$98.00
Drain Sleeve – 4" 100 feet	$21.98	1 box	$21.98
6 mil clear plastic sheeting	$98	2 box	$196

Non-woven geotextile fabric (15 ft. wide)	$2.50 / ft	12 ft	$30
Wood (7/16" Oriented Strand Board)	$14.78 / 4x8 board	4 boards	$59.12
#8 X 1.23" Wood Screw	$6.28 / 100 count box	1 box	$6.28
LABOR			
Contracted GTSS installation			$11,600
EDUCATIONAL SUPPLIES			
Rain gauge with logger	1	$600	$600
Depth Sensors	2	$350	$350
Soil Moisture Sensor with logger	1	$300	$300
TOTAL			**$16,845**

TIMELINE

Installation

Upon approval from the school board and facilities management, UTK will immediately begin work to install the GTSS before the start of the upcoming school year. UTK will coordinate with KVA to invite students to participate in the tree planting.

Maintenance

This project's scope allows for 4 years (Fall 2025 - Spring 2029) of dedicated maintenance and landscaping from the University of Tennessee. During this time, UTK and forestry interns funded by this project will be responsible for the care of the tree in the GTSS. UTK will provide ample instruction to the school's faculty and staff during this time for the prolonged upkeep of these resources, which will not be labor-intensive once the tree is well established.

CURRICULUM

Our team plans to install these green infrastructure practices not only to improve ecosystem services on the campus of Kelley Volunteer Academy, but also to use them as an avenue for teaching K-12 students about green infrastructure, stormwater, and forestry. Team members will coordinate with Chris Long and Joel Meservy, the KVA Science Teachers, to develop a curriculum plan to accompany the donated facilities. We will deliver in-classroom learning modules and expose students to citizen science, instructing them on methods to monitor tree health and hydrological processes in the green infrastructure practices. The curriculum will be specially crafted to meet the unique needs of the students at Kelley Volunteer Academy, including students with interrupted or nontraditional education pathways. Below, we outline which sections of the TN State Science Standards best correlate with the learning opportunities provided by our proposed installations. We understand that KVA students may not follow the same standard curriculum, but our lesson plans will aim to share these topics in an inclusive and adaptable format. We will additionally focus on green career pathways and provide resources to KVA's career guidance counselors.

K.ESS2: EARTH'S SYSTEMS

- Analyze and interpret weather data (precipitation, wind, temperature, cloud cover) to describe weather patterns that occur over time (hourly, daily) using simple graphs, pictorial weather symbols, and tools (thermometer, rain gauge).
- Develop and use models to predict weather and identify patterns in spring, summer, autumn, and winter.
- rainfall

K.ESS3: EARTH AND HUMAN ACTIVITY

- Use a model to represent the relationship between the basic needs (shelter, food, water) of different plants and animals (including humans) and the places they live.
- Explain the purpose of weather forecasting to prepare for, and respond to, severe weather in Tennessee.
- Communicate solutions that will reduce the impact from humans on land, water, air, and other living things in the local environment.
- Highlight flooding and its causes as "severe weather to prepare for" and green infrastructure as "solutions that will reduce the impact from humans on land, water, air, and other living things in the local environment"

K.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Show the students a rain gauge

1.PS3: ENERGY

- Effects of sunlight on the Earth's surface

1.LS1: FROM MOLECULES TO ORGANISMS: STRUCTURES AND PROCESSES

- Analyze and interpret data from observations to describe how changes in the environment cause plants to respond in different ways
- Recognizing the structure of plants and describe the function of its parts

1.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS

- Conduct an experiment to show how plants depend on air, water, minerals from soil, and light to grow and thrive.
- Recognize how plants depend on their surroundings and other living things to meet their needs in the places they live.

1.ETS1: ENGINEERING DESIGN

- Solve scientific problems by asking testable questions, making short-term and long-term observations, and gathering information.

1.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Use appropriate tools (magnifying glass, basic balance scale) to make observations and answer testable scientific questions.

2.ESS2: EARTH'S SYSTEMS

- Compare the effectiveness of multiple solutions designed to slow or prevent wind or water from changing the shape of the land.

2.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Use appropriate tools to make observations, record data, and refine design ideas.

3.LS4: BIOLOGICAL CHANGE: UNITY AND DIVERSITY

- Explain the cause-and-effect relationship between a naturally changing environment and an organism's ability to survive.
- Infer that plant and animal adaptations help them survive in land and aquatic biomes.
- Explain how changes to an environment's biodiversity influence human resources.

3.ESS2: EARTH'S SYSTEMS

- Explain the cycle of water on Earth.
- Associate major cloud types (cumulus, cumulonimbus, cirrus, stratus, nimbostratus) with weather conditions.
- Use tables, graphs, and tools to describe precipitation, temperature, and wind (direction and speed) to determine local weather and climate.

3.ESS3: EARTH AND HUMAN ACTIVITY

- Explain how natural hazards (fires, landslides, earthquakes, volcanic eruptions, floods) impact humans and the environment.
- Design solutions to reduce the impact of natural hazards (fires, landslides, earthquakes, volcanic eruptions, floods) on the environment.
- This can include urban flooding and the ways it can be mitigated, including green infrastructure
- This course can encourage kids to think of trees as one of the solutions to the problem

4.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS

- Support an argument with evidence that plants get the materials they need for growth and reproduction chiefly through a process in which they use carbon dioxide from the air, water, and energy from the sun to produce sugars, plant materials, and waste (oxygen); and that this process is called photosynthesis.
- Plant processes like photosynthesis and transpiration (cooling urban environments)
- Ecosystem balance: removing a species from an ecosystem and how it affects the system

4.ESS3: EARTH AND HUMAN ACTIVITY

- Create an argument, using evidence from research, that human activity (farming, mining, building) can affect the land and ocean in positive and/or negative ways.
- Use data to investigate the impact of human-built environments on water cycling/storage

4.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Discuss stormwater engineering systems and the solutions (/ecosystem services) contributed by trees
- How do living things impact these systems/solutions?

4.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- While the content best covered by these learning facilities does not correspond with state science standards as clearly as in other grade levels, engineered stormwater technologies could be highlighted in **4.ETS2: Links Among Engineering, Technology, Science, and Society** and be used for a long term monitoring study/science experiment.

6.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS

- Using evidence from climate data, draw conclusions about the patterns of abiotic and biotic factors in different biomes, specifically the tundra, taiga, deciduous forest, desert, grasslands, rainforest, marine, and freshwater ecosystems.
- Research the ways in which an ecosystem has changed over time in response to changes in physical conditions, population balances, human interactions, and natural catastrophes.

6.ESS2: EARTH'S SYSTEMS

- Apply scientific principles to design a method to analyze and interpret the impact of humans and other organisms on the hydrologic cycle.
- Analyze and interpret data from weather conditions, weather maps, satellites, and radar to predict probable local weather patterns and conditions.
- Explain how relationships between the movement and interactions of air masses, high and low pressure systems, and frontal boundaries result in weather conditions and severe storms.

6.ESS3: EARTH AND HUMAN ACTIVITY

- Differentiate between renewable and nonrenewable resources by asking questions about their availability and sustainability.
- Investigate and compare existing and developing technologies that utilize renewable and alternative energy resources.
- Assess the impacts of human activities on the biosphere, including conservation, habitat management, species endangerment, and extinction.

6.ETS1: ENGINEERING DESIGN

- Evaluate design constraints on solutions for maintaining ecosystems and biodiversity
- Design and test different solutions that impact energy transfer

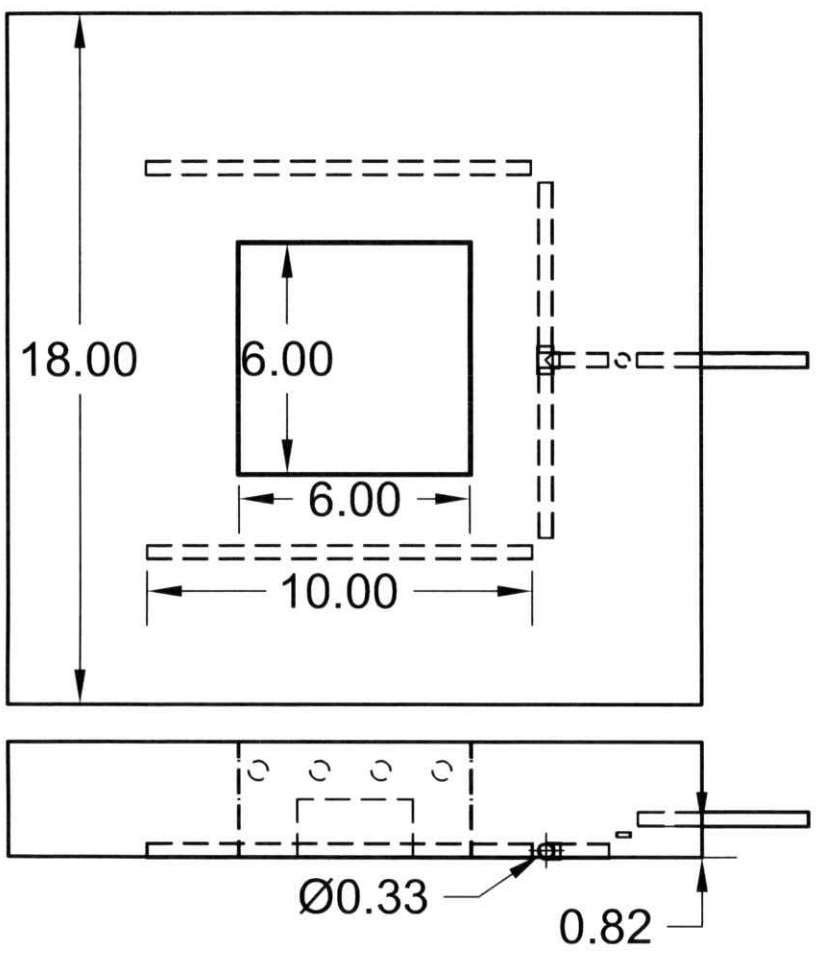
7.ESS3: EARTH AND HUMAN ACTIVITY

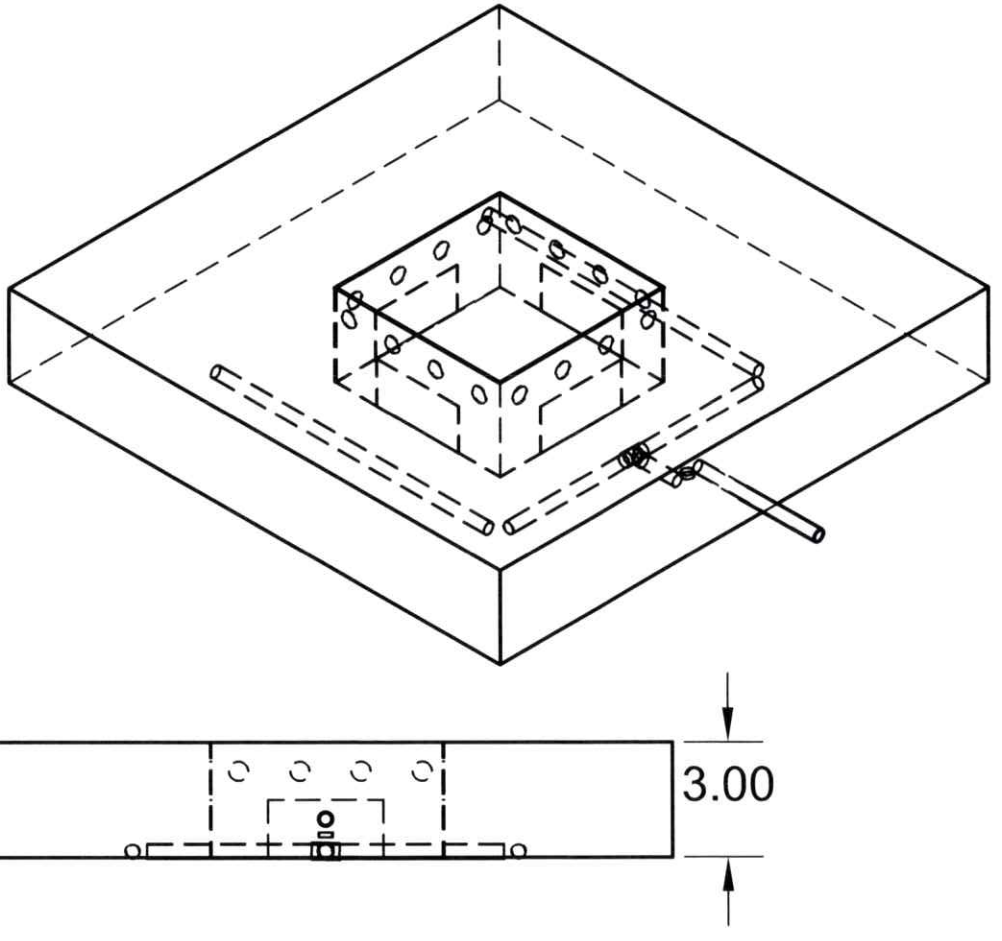
- Engage in a scientific argument through graphing and translating data regarding human activity and climate

Sincerely,

Victoria Rexhausen
Postdoctoral Research Associate

c:
Jon Hathaway
Sharon Jean-Philippe
Stan Johnson
JD Jackson
Kelsey Ellis
Jennifer First
Jeff deSalu
Kiska Johnson





THE UNIVERSITY OF TENNESSEE SYSTEM

Gravel Tree Stormwater Systems for East Knoxville

TITLE: Gravel Tree Stormwater System (GTSS)

SUBTITLE/VERSION:

DATE: 2/15/2025 | SCALE/UNITS: FEET | PAGE: 1/1

REVISIONS			
NO.	DATE	BY	DESCRIPTION

Contact:
Victoria Rexhausen
678-923-3796

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-277

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/27/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Gravel Tree Stormwater System

Cost to Knox County Schools

Donation total will be $9,025

Description and Type of Funding Source

the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program, and will be a donation to Knox County Schools.

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: William Smith

DATE: April 10, 2025

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Green Infrastructure Outdoor Learning Facilities for Lonsdale Elementary School
Requested By:	William Smith
Approved By: (School Principal)	William Smith
Phone	865-594-1330
Nature of the Project	A Gravel Tree Stormwater System will serve as an outdoor learning facility to teach students about human interactions with the environment through green infrastructure, ecosystem services, stormwater, and forestry.
Cost of the Project	$9,025
Funded By ☐ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	This project is a donation from the University of Tennessee, Knoxville. Funding is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program.
Cost to Knox County Schools	$0

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Lonsdale Elementary School Date 4/10/2025

2) Item(s) to be Purchased (Note 1)
1) _____
2) _____
3) _____
4) _____
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ _____

4) Vendor _____

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1 _____ Account Number _____ Amount $ _____
Source 2 _____ Account Number _____ Amount $ _____
Source 3 _____ Account Number _____ Amount $ _____
Source 4 _____ Account Number _____ Amount $ _____

Total (Should Equal Item #3 Above) $ _____

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: _____

Principal: _____

Date: _____

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

Green Infrastructure Outdoor Learning Facilities for Lonsdale Elementary School

Prepared for Lonsdale Elementary School by the University of Tennessee, Knoxville and Socially Equal Energy Efficient Development (SEEED)

April 10, 2025

To: Knox County Schools Board of Education
400 W Summit Hill Dr SW, Knoxville, TN 37902

From:
Victoria Rexhausen
Post Doctoral Research Associate

PROJECT SUMMARY

The University of Tennessee, Knoxville (UTK), and Socially Equal Energy Efficient Development (SEEED), a 501(c)(3) in East Knoxville, would like to collaborate with Lonsdale Elementary School (LES) to install outdoor learning facilities to be used to teach learning modules about green infrastructure, stormwater, and forestry. The cost of installations will be donated to LESby UTK and SEEED. The cost of materials and labor for this project totals $9,025, which is outlined on page 4. Funding for this project is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program, awarded to UTK.

The installations will include a gravel tree stormwater system (GTSS) on LES's campus. Page2 describea the project's scope, and an aerial photo indicating the project's location on campus can be found below (Figure 1). The GTSS will be outfitted with monitoring devices, including a water level data logger and rain gauge, exposing the students to citizen science and allowing hands-on activities to accompany in-classroom learning modules. Lessons will be carefully crafted to ensure these efforts integrate and don't detract from course content. Page 6 elaborates on lesson plan subjects and the corresponding TN State Science Standards.

Figure 1: Aerial photo indicating the location of the proposed installations on campus is on the left. The GTSS (indicated by a yellow square inside the red circle) will be located south of the campus's main building, adjacent to the parking area with a driveway on Gloria Garner Street. The blue shaded area within the red circle indicates the parking lot that will drain to the GTSS. The parking lot's curb cut will supply runoff to the GTSS, indicated by the blue arrows in the photo to the right.

GRAVEL TREE STORMWATER SYSTEM

Background

Gravel Tree Stormwater Systems (GTSS) were originally conceived by staff in the Urban Forestry South office in Athens, GA. In these systems, soils are excavated to a depth of approximately 3 ft within an 18 X 18 ft area specifically sized to trap stormwater runoff from a given catchment. The system is designed to, at a minimum, have a volume sufficient for a mature tree. Within this excavated area, a 6 ft x 6 ft x 3 ft wooden box is placed and filled with mineral soil (Figure 2). A tree is planted inside the mineral soil, and holes are drilled in the side of the cube to allow the tree roots to migrate into the surrounding area. Around this cube, in the remainder of the excavated area, washed #57 stone is placed providing space for the roots to grow and access the incoming stormwater runoff. The stone provides structural stability as well as void space for runoff storage. This system is designed to mimic bioretention (i.e., rain gardens) and functions similarly. However, by using stone instead of bioretention media, the cost of these systems is nearly one third that of more traditional bioretention areas, making it an extremely attractive potential alternative. Further, these systems are specifically designed to promote tree health, resulting in a tree-centric approach to stormwater management where benefits such as shading, evaporative cooling, and ecosystem services the tree provides are still realized. One of the first GTSS was installed in East Knoxville in a collaborative effort between the U.S. Forest Service, the University of Tennessee (UT), and the City of Knoxville Urban Forestry Division. Observations showed the system was well functioning, and tree growth and health in the system were excellent.

(a) (b) (c)

Figure 2: Gravel tree stormwater system pilot installation in East Knoxville. (a) gravel being added to the excavated area with tree box installed, (b) system after completion of construction, and (c) project after tree maturation (pictures courtesy of Eric Kuehler)

Proposed Installation

A GTSS is proposed to be built adjacent to the parking area south of LES's main building on Gloria Garnet Street. This location is This location receives sheet flow from most of the parking lot during rain events. GIS data was used to determine a watershed size of approximately 5,000 ft^2, with an anticipated stormwater volume of approximately 400 cubic feet resulting from a 1-inch rain event. An aerial photo describing the location of the proposed site is included (Figure 1).

Upon approval of this proposal, survey equipment will be used to determine the exact topography of the proposed build site. UT will create design plans for the location based on survey results and oversee construction from local contractors. Contractors will be fully supervised by UT staff and undergo a background check/TAPS clearance. The GTSS will cost approximately $7,500 to build, including labor, heavy machine operation, and materials. The school's faculty and students will be invited to help with planting the tree in the GTSS. The project's PI, Dr. Jon

Hathaway, has extensive experience with such installations and has successfully completed a number of similar design and construction projects in both academic and industry settings.

BUDGET

The following table outlines the estimated cost of materials and labor. The entire cost of this project is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program, and will be a donation to Knox County Schools.

Budget Outline

Item	Cost/Unit	Quantity/unit	Cost
PLANTS			
Bald Cypress Tree for GTSS	$90	1	$90
MATERIALS			
Gravel (3⁄4" crushed, quartzitic sandstone)	$30 / yd3.	40 yd3	$1,200
Soil (from site)	-	100 ft3	-
Riverstone	$385 /ton	1 ton	$385
PVC Drain Pipe (4" diameter, 10 ft length)	$10 / section	4 sections	$40
Perforated PVC Sewer Drain Pipe (4" diameter, 10 ft length)	$10 / section	4 sections	$40
PVC Elbow (90 degrees, 4" diameter)	$5.38	2	$10.76
PVC Cement and Primer 100 feet $21.98 1 box $21.98 6 mil clear plastic sheeting – 20' x 100' $98.00 1 box $98.00	$8.48	1	$8.46
Drain Sleeve – 4"	$21.98 / box	1 box	$21.98
6 mil clear plastic sheeting	$98	1 box	$98
Non-woven geotextile fabric (15 ft. wide)	$2.50 / ft	6 ft	$15
Wood (7/16" Oriented Strand Board)	$14.78 / 4x8 board	4 boards	$59.12
#8 X 1.23" Wood Screw	$6.28 / 100 count box	1 box	$6.28

LABOR			
Contracted GTSS installation			$5,800
Educational Supplies			
Rain gauge with logger	1	$600	$600
Depth Sensors	2	$350	$350
Soil Moisture Sensor with logger	1	$300	$300
TOTAL			**$9,025**

TIMELINE

Installation

Upon approval from the school board and facilities management, UTK will immediately begin work to install the GTSS and Raingarden before the start of the upcoming school year. UTK will coordinate with LES to invite students to participate in the tree planting.

Maintenance

This project's scope allows for 4 years (Fall 2025 - Spring 2029) of dedicated maintenance and landscaping from the University of Tennessee. During this time, UTK and forestry interns funded by this project will be responsible for care of the tree in the GTSS. UTK will provide ample instruction to the school's faculty and staff during this time for the prolonged upkeep of these resources, which will not be labor intensive once the tree is well established.

CURRICULUM

Our team plans to install these green infrastructure practices not only to improve ecosystem services on the campus of Lonsdale Elementary School but also to use them as an avenue for teaching K-12 students about green infrastructure, stormwater, and forestry. Team members will coordinate with William Smith, Executive Principal at LES, to develop a project plan to accompany the donated facilities. We will deliver in-classroom learning modules and expose students to citizen science, instructing them on methods to monitor tree health and hydrological processes in the green infrastructure practices. The following sections outline which sections of the TN State Science Standards best correlate with the learning opportunities provided by our proposed installations. The state science standards that link to the curriculum that can be linked to this outdoor learning facility are outlined below by grade level.

Kindergarten

K.ESS2: EARTH'S SYSTEMS

- Analyze and interpret weather data (precipitation, wind, temperature, cloud cover) to describe weather patterns that occur over time (hourly, daily) using simple graphs, pictorial weather symbols, and tools (thermometer, rain gauge).
- Develop and use models to predict weather and identify patterns in spring, summer, autumn, and winter.
- rainfall

K.ESS3: EARTH AND HUMAN ACTIVITY
- Use a model to represent the relationship between the basic needs (shelter, food, water) of different plants and animals (including humans) and the places they live.
- Explain the purpose of weather forecasting to prepare for, and respond to, severe weather in Tennessee.
- Communicate solutions that will reduce the impact from humans on land, water, air, and other living things in the local environment.
- Highlight flooding and its causes as "severe weather to prepare for" and green infrastructure as "solutions that will reduce the impact from humans on land, water, air, and other living things in the local environment"

K.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY
- Show the students a rain gauge

First Grade

1.PS3: ENERGY
- effects of sunlight on the Earth's surface

1.LS1: FROM MOLECULES TO ORGANISMS: STRUCTURES AND PROCESSES
- Analyze and interpret data from observations to describe how changes in the environment cause plants to respond in different ways
- Recognizing the structure of plants and describe the function of its parts

1.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS
- Conduct an experiment to show how plants depend on air, water, minerals from soil, and light to grow and thrive.
- Recognize how plants depend on their surroundings and other living things to meet their needs in the places they live.

1.ETS1: ENGINEERING DESIGN
- Solve scientific problems by asking testable questions, making short-term and long-term observations, and gathering information.

1.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY
- Use appropriate tools (magnifying glass, basic balance scale) to make observations and answer testable scientific questions.

Second Grade

2.ESS2: EARTH'S SYSTEMS
- Compare the effectiveness of multiple solutions designed to slow or prevent wind or water from changing the shape of the land.

2.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY
- Use appropriate tools to make observations, record data, and refine design ideas.

Third grade

3.LS4: BIOLOGICAL CHANGE: UNITY AND DIVERSITY

- Explain the cause and effect relationship between a naturally changing environment and an organism's ability to survive.
- Infer that plant and animal adaptations help them survive in land and aquatic biomes.
- Explain how changes to an environment's biodiversity influence human resources.

3.ESS2: EARTH'S SYSTEMS

- Explain the cycle of water on Earth.
- Associate major cloud types (cumulus, cumulonimbus, cirrus, stratus, nimbostratus) with weather conditions.
- Use tables, graphs, and tools to describe precipitation, temperature, and wind (direction and speed) to determine local weather and climate.

3.ESS3: EARTH AND HUMAN ACTIVITY

- Explain how natural hazards (fires, landslides, earthquakes, volcanic eruptions, floods) impact humans and the environment.
- Design solutions to reduce the impact of natural hazards (fires, landslides, earthquakes, volcanic eruptions, floods) on the environment.
- This can include urban flooding and the ways it can be mitigated, including green infrastructure
- This course can encourage kids to think of trees as one of the solutions to the problem

Fourth grade

4.LS2: ECOSYSTEMS: INTERACTIONS, ENERGY, AND DYNAMICS

- Support an argument with evidence that plants get the materials they need for growth and reproduction chiefly through a process in which they use carbon dioxide from the air, water, and energy from the sun to produce sugars, plant materials, and waste (oxygen); and that this process is called photosynthesis.
- Plant processes like photosynthesis and transpiration (cooling urban environments)
- Ecosystem balance: removing a species from an ecosystem and how it affects the system

4.ESS3: EARTH AND HUMAN ACTIVITY

- Create an argument, using evidence from research, that human activity (farming, mining, building) can affect the land and ocean in positive and/or negative ways.
- Use data to investigate the impact of human-built environments on water cycling/storage

4.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

- Discuss stormwater engineering systems and the solutions (/ecosystem services) contributed by trees
- How do living things impact these systems/solutions?

Fifth grade

4.ETS2: LINKS AMONG ENGINEERING, TECHNOLOGY, SCIENCE, AND SOCIETY

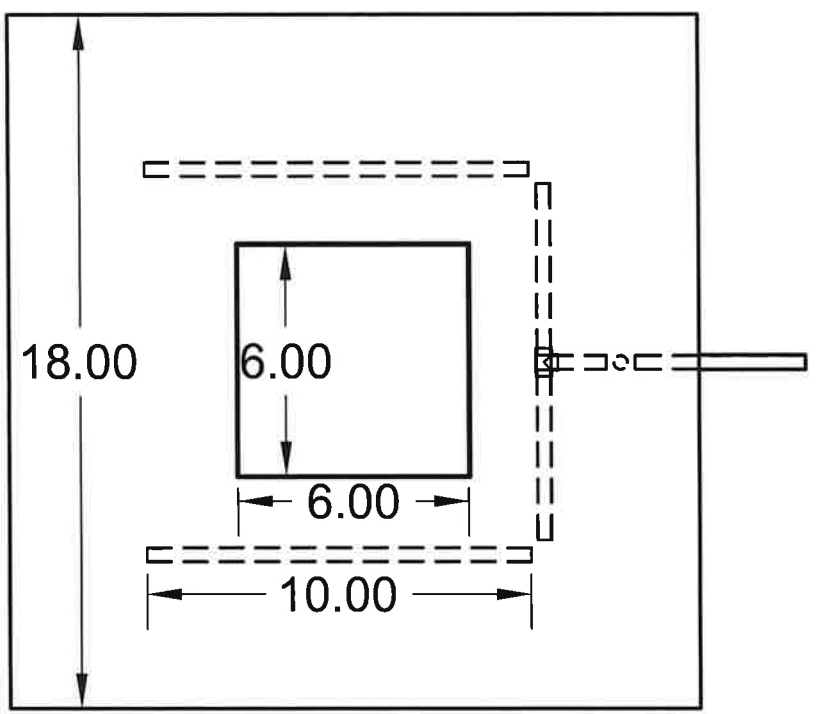
- While the content best covered by these learning facilities does not correspond with state science standards as clearly as in other grade levels, engineered stormwater technologies could be highlighted in

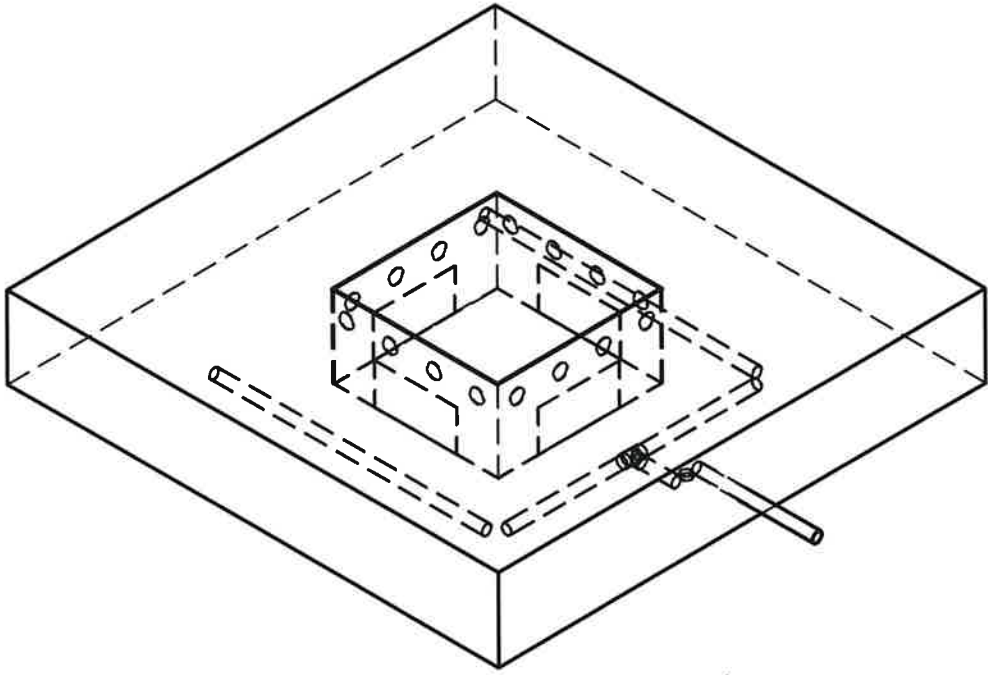
4.ETS2: Links Among Engineering, Technology, Science, and Society and be used for a long term monitoring study/science experiment.

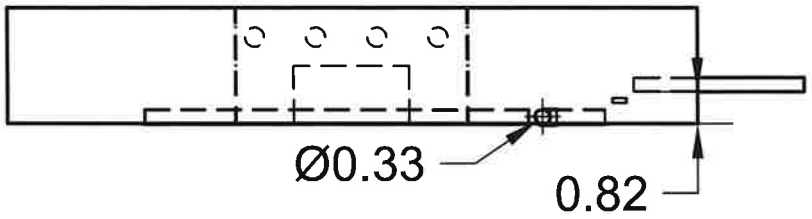
Sincerely,

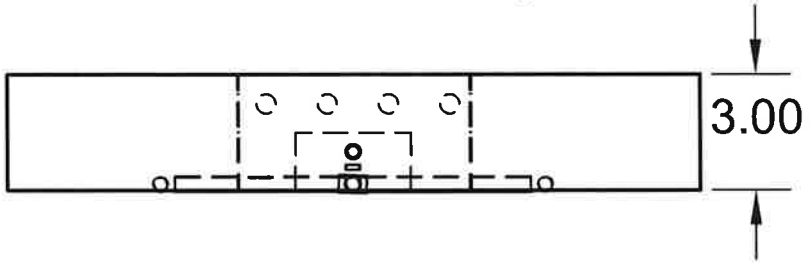
Victoria Rexhausen
Postdoctoral Research Associate

c:
Jon Hathaway
Sharon Jean-Philippe
Stan Johnson
Kiska Johnson
Kelsey Ellis
Jennifer First
Jeff deSalu









THE UNIVERSITY OF TENNESSEE SYSTEM

Gravel Tree Stormwater Systems for East Knoxville

TITLE: Gravel Tree Stormwater System (GTSS)

SUBTITLE/VERSION:

DATE: 2/15/2025 | SCALE/UNITS: FEET | PAGE: 1/1

REVISIONS

NO.	DATE	BY	DESCRIPTION

Contact:
Victoria Rexhausen
678-923-3796

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-275

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/25/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Adding 4 shade structures with benches in 4 locations.
Adding an outdoor covered area for classroom use.
Adding Gaga pit on playground.
(All structures are indicated on map attached.)

Cost to Knox County Schools

$0

Description and Type of Funding Source

Northshore Elementary PTO and Coupon Book Funds

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Northshore Elementary Date 4/3/25

2) Item(s) to be Purchased (Note 1)
1) Gaga Pit w/ rubber mats and concrete slab
2) (4) Shade Structures w/ benches
3) ADA Ramp
4) Zeager Mulch
Attach additional page(s) as necessary
5) outdoor Classrom
6) Installation

3) **Purchase Amount (Note 2)** $ 78,181.65

4) Vendor Playworld Preferred

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1 SSO - PTO	Account Number 913.975	Amount $	41,000.00
Source 2 2022 Coupon Books	Account Number 907.010	Amount $	19,099.61
Source 3 2023 Coupon Books	Account Number 412.010	Amount $	18,082.04
Source 4 _____	Account Number _____	Amount $	_____
Total (Should Equal Item #3 Above)		$	78,181.65

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: Lynn Coffey

Principal: _____

Date: 4-8-25

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

PLAYWORLD

PLAYWORLD PREFERRED
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
1-800-459-7241

EQUIPMENT SIZE:
NA

USE ZONE:
NA

AREA:
NA

PERIMETER:
NA

FALL HEIGHT:
NA

USER CAPACITY:
NA

AGE GROUP:
NA

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:	SCALE:
25-144-A	1/64"=1'-0"
DRAWN BY: TRAVIS MILLER	Paper Size B
DATE: 4/1/25	

NORTHSHORE ELEMENTARY SCHOOL

SHADE DRAWING

PLAYWORLD PREFERRED The world needs play.

P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
3/12/2025	PWCQ24671-05

Quote valid for 30 days.

Bill To:	Site/End User:	Ship To:
Northshore Elementary Kimberly Harris 1889 Thunderhead Road Knoxville, TN P: (865) 670-4104 F: kimberly.harris@knoxschools.org	**Northshore Elementary** Kimberly Harris 1889 Thunderhead Road Knoxville, TN P: (865) 670-4104 F: kimberly.harris@knoxschools.org	**Northshore Elementary** Kimberly Harris 1889 Thunderhead Road Knoxville, TN P: (865) 670-4104 F: kimberly.harris@knoxschools.org

50% Deposit Required.
See Terms and Conditions

Sales Representative	Prepared By
Beth Ramer	Beth Ramer

Qty	Item #	Description	Unit Price	Ext. Price
		4 Post Hip		
1	Q-090816	4 Post HIP QRE 428 Length 30 ft 0 in x Width 20 ft 0 in by 8 ft 0 in Entry Royal Blue Fabric Post; Gray	$7,570.00	$7,570.00
1	Install-EQ	Installation of 4 post shade- Installation of ADA Ramp Installation of 62 timbers Installation of 75 cubic yards of mulch	$10,500.00	$10,500.00
1	APS-ADAHalfRamp	ADA Half Ramp System for use with 8" or 12" borders	$481.25	$481.25
62	APS-Border8	8" Playground Border with Spike	$25.00	$1,550.00
75	EWF-Zeager	Zeager Mulch Engineered Wood Fiber ASTM, IPEMA Certified ADA Accessible	$21.90	$1,642.50
		2 Post Hip		

Qty	Item #	Description	Unit Price	Ext. Price
4	Q-090808	2 Post Hip QRE 227 Length 16 ft 0 in x Width 10 ft 0 in by 8 ft 0 in Entry Fabric: Royal Blue Post: Gray	$4,650.00	$18,600.00
4	SG303D	6ft BENCH W/ BACK - inground Diamond	$628.00	$2,512.00
4	Install-EQ	Installation of 4 shade structures and 4 bench	$4,300.00	$17,200.00
1	QWDISCOTH	Discount	-$978.60	-$978.60
		GAGA Pit		
1	00830-BLK	OCTAGON 30H - Brown Composit and Blue Brackets Gaga Ball Pit Bracket System: 8-Oct 30H brackets, Template, Assembly Instructions, Fastener Pack and Cut-Out templates and instructions	$855.00	$855.00
1	02040-SCL	30H ADA DOORWAY KIT - Kit includes black jambs, hinges, latch, fasteners and instructions, door is constructed with matching structural composite lumber. Compatible with 30H models	$520.00	$520.00
1	T1-BLKADA	2 - 5/4x6x8 Tier 1 (Black) Structural Composite boards - used to build the ADA door	$102.00	$102.00
24	T1-BLK- 210-8	2x10x8 Tier 1 (Black) Structural Composite.	$112.00	$2,688.00
24	090-FHD	Factory Hole Drilling per Structural Composite board to attach to corner brackets	$5.00	$120.00
1	T1-BLKCO	5/4x6x8 Tier 1 (Black) Structural Composite for Framing Cut-Out Opening.	$47.00	$47.00
1	0330-28 GRS	20'x22'9" area, 28 piece set of 5'x3'x3/4" Rubber MATS (type with holes throughout). 50 pins included for securing outer edges on soft ground. Also includes 200 zip ties, which ship separately with	$2,400.00	$2,400.00

Qty	Item #	Description	Unit Price	Ext. Price
		brackets		
1	Concrete Slab & Installation	25x26 concrete slab, 4" Installation	$7,000.00	$7,000.00

SubTotal	$72,809.15
Tax Rate	0.00 %
Sales Tax	$0.00
Shipping	$5,372.50
Total	**$78,181.65**

We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

See term contract

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HERE OF.
PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of $100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

See term contract

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

Send Signed Quotes and Deposit To:

Payment Address
Playworld Preferred, Inc.
P.O. Box 737808
Dallas, TX 75373-7808

Overnight Payment Address
J.P. Morgan Chase TX1-0029
Attn: Playworld Preferred, Inc. & 737808
14800 Frye Road
2nd Floor
Ft. Worth, TX 76155

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name Kimberly Harris Customer PO # _____

Title Executive Principal

Signature _____ Date 4-8-25

Playworld Preferred Signature _____ Date _____

Northshore Elementary School

1889 Thunderhead Road, Knoxville, TN 37922
Ms. Kimberly Harris – Executive Principal Ches Betz– Assistant Principal Stacy Hilliard – Assistant Principal
(865) 670-4104 Fax (865) 670-7614

Dear Northshore Families,

We are pleased to announce this year's Knox County School Coupon Book campaign will launch on Thursday, September 14th and run through Tuesday, October 3rd. The Coupon Book fundraiser is the district's largest - raising more than $1 million dollars last year. We couldn't do this without your support!

The KCS Coupon Book will include both a physical copy, as well as, a digital copy option found on the mobile app, Cashbook. Each printed book will include a unique code that allows customers to access an additional set of coupons on their mobile device. By offering a more convenient digital option - and a "two for one" benefit - we believe this year's campaign will generate an enthusiastic response among our school community.

The cost of the 2023-24 book will be $20. Northshore will keep $15 per book sold in profit.

Our school goal is to sell 5000 books! If we succeed in this effort, the funds will be used as follows:

- Grounds Improvements
- Instruction Funds for Classroom and Encore areas

We will do our best to fill all books orders daily. Prizes will be awarded at the end of the campaign. For your convenience, you can order online through 11:59 pm on October 3rd.

Please visit our new, user-friendly fundraising platform or scan the QR code below to purchase books online at GIVEBACKS. These books will be sent home with your student the day after the order is received.

https://nortes.memberhub.com/store/items/907548

All books must be paid in advance of receipt. We cannot accept returns for books not sold.

If you would like to purchase a large quantity of books, please use Givebacks, or call our school office to arrange a pick-up time.

Thank you again for all you do to support Northshore Elementary and Knox County Schools.

Sincerely,

Ms. Kimberly Harris
Executive Principal

Northshore Elementary School

1889 Thunderhead Road
Knoxville, TN 37922
Dr. Keith Cottrell – Executive Principal
Ches Betz – Assistant Principal
Stacie Hilliard – Assistant Principal
knoxschools.org/northshorees
(865) 670-4104 Fax (865) 670-7614

Dear Northshore Families,

We are pleased to announce this year's Knox County Schools Coupon Book campaign will launch on **Thursday, Sept. 15, 2022**. The Coupon Book fundraiser is the school district's biggest – raising more than $1 million dollars last year – and we couldn't do it without your support!

This year's Coupon Book features several new merchants, in addition to our partners who continue to return year after year. We are very thankful for all the businesses in Knox and Sevier counties that have committed to giving back to our students, teachers and schools. After more than three decades, the Coupon Book remains a great deal at only $10. For every book sold, the entire $10 stays at our school – an amazing gift that directly benefits your student.

Our school goal for 2022 is to sell 5300 or more Coupon Books. If we succeed in this effort, the money will be used as follows:

- Courtyard Improvements
- Instruction Funds for Classrooms and Encore Areas
- Educational Subscriptions

In addition, we will have a fun camouflage dress up day and I will work from the roof on October 7th (weather permitting) if we meet our overall school goal!

We will do our best to fill all book orders on a daily basis. Prizes will be awarded at the end of the campaign and given to those students who turn in money by 2:45 p.m. on Monday, October 3rd. This is a pre-pay sale only. If you would like to purchase a large quantity of books, please call our school office to arrange a pick-up time. We cannot accept returns for books not sold.

The online option for purchasing books is available again this year. Please visit https://knoxschools.schoolcashonline.com to purchase.

Thank you again for all you do to support Northshore Elementary and Knox County Schools.

Sincerely,

Dr. Keith Cottrell

Keith Cottrell

Executive Principal

KNOXSCHOOLS.SCHOOLCASHONLINE.COM

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-211

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/22/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

covered playground pavilion

Cost to Knox County Schools

0

Description and Type of Funding Source

PTO

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Sequoyah Elementary Date 4/30/25

2) Item(s) to be Purchased (Note 1)
1) covered playground pavillion
2)
3)
4)
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ $86,341.61

4) Vendor Native Design & Landscape

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	PTO	Account Number	913.975	Amount $ $86,341.61
Source 2		Account Number		Amount $
Source 3		Account Number		Amount $
Source 4		Account Number		Amount $
Total (Should Equal Item #3 Above)				$ $86,341.61

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: Shay Ailer
Principal: Shay Ailer
Date: 4/30/25

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Shay Siler

DATE: 4.14.25

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Sequoyah Elementary
Requested By:	PTO / Tabitha Fritts
Approved By: (School Principal)	Shay Siler
Phone	865-594-1360 (office)
Nature of the Project	• playground seated pavillion area - covered picnic table area for parent lunches & school use - equipped w/ heaters - would request a lock box to cover
Cost of the Project	$ 86,341.61
Funded By ☒ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	PTO funded (in school restricted acct)
Cost to Knox County Schools	$ 0

FA–100 (9/21)

* project can be completed summer 2025 prior to start of school

Playground Pavilion

TABITHA FRITTS
2028 SCHRIVER ROAD
KNOXVILLE, TN 37919

Sales: Jeran Guffey

Sequoyah Hills Elementary Pavilion

~~2028 Schriver Road Knoxville, TN 3791~~9

Est ID: EST5177390
Date: Mar-06-2025

Wood Pavilion — $51,892.57

A pavilion provides an outdoor space which can be used in all seasons. Our crews have been trained to ensure your project installation is clean and organized as possible during construction.

- **Remove existing pergola and dispose offsite**
- **Dig and pour concrete footers for posts**
- **Build 16' x 32' pressure treated pavilion**
  - **8x8 posts, 2x10 rafters**
  - **Tongue and groove pine ceiling**
  - **Metal roof**

Your project will be completed in 4 phases:

- **Phase I:** Demo and/or prep site.
- **Phase II:** Installation of concrete footers for posts. Installation of posts.
- **Phase III:** Frame out structure. Installation of beams and rafters.
- **Phase IV:** Paint or stain all exposed wood.

*Paint/stain to be selected and supplied by owner

Electric Bromic Heaters — $7,909.89

4 Bromic Heating Tungsten - 4000 Watts Electric Double Element Heater- BH0420032

Scope of Work;

- Install (4) Bromic Electric Heaters in pavilion
  - Includes 2 controllers

Note: Bringing electricity to pavilion and any needed permitting not included

Concrete Patio with Brick Border **$26,539.15**

940 Square Feet Concrete Patio with decorative brick paver border

Your concrete project will be completed in **5** phases: 940 Square Feet Concrete Patio with decorative brick paver border

- **Phase I:** Excavate and remove existing sub and surface materials to a depth of up to 10"-12". This provides a setting for the gravel base, which will protect your surface from heaving and uneven settling.
- **Phase II:** Installation of geo-grid to create long term stabilization of the monolithic pour.
- **Phase III:** Installation and compaction of base materials. 57 stone and/or crushed gravel to be installed and compacted in up to 12" layers to ensure proper compaction. Base shall be sloped away from buildings for drainage purposes at 1" of slope every 4' (exact slope may vary due to site conditions).
- **Phase IV:** Set forms. Installation of rebar or wire mesh (Optional). Pour concrete.
- **Phase V:** Edging, Cutting, and Finishing. Concrete will be edged to give a provide a smooth picture frame appearance. Concrete joints will be cut and surface broom finished to create a durable and tract surface.

*** Repair disturbed turf areas with seed and fertilizer at completion of project.

Estimate Total **$86,341.61**

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- The work and services to be performed by Native consists of those items outlined in the attached estimate and the site plan/design_____.
- The estimated cost of the project is $_____ as itemized in the Schedule of Charges in the attached estimate.
- Owner shall pay $_____ (10% of the estimated cost) upon signing contract. The second payment of $_____ (40%) shall be due at the commencement of project. The third payment of $_____(40%) shall be due at the midpoint of the project. The final payment of $_____ (10%) shall be due upon completion.
- Invoices are due by Owner within ten (10) days of billing. Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of Native in any and all equipment and property of the Client in the

possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. Native shall be at liberty to retain possession of the same pending payment in full.

- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to Native.

Procedure for Extra Work and Changes

If it shall become necessary for the Native to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to Native a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of Native's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars ($1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice unless with written Owner approval.

For Changes in scope of less than one thousand dollars ($1,000.00), Native will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- **Payments Received: The Warranty for the contract is only valid if payment is received in full no later than 30 days after completion of work.**
- The warranty period becomes effective at completion of work.
- Diligence: Native agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: Native warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Native is not responsible for any covenants and/or HOA restrictions. Owners must convey all covenant and/or HOA restrictions to Native.
- **Unless stated, permit fees are not included in the contract. If permits are necessary, any fees will be invoiced and paid by Owner upon receipt of the permit.**
- **Professional engineering or architectural services are not included in this contract. Any such fees will be paid directly to the selected engineer or architect.**
- **Owner shall furnish a survey of the site, if available, showing boundary lines, rights-of-way, restrictions, easements and encroachments.**
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform Native of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timelines of project completion. Failure to notify Native may lead to additional costs to the Client (at the Contractor's discretion) and schedule time, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting Native to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Estimate attachment.
- Damaged Utilities: Should damage occur to utilities during construction, Native is not responsible for any damage to utility lines not marked by the utility marking company. Native is not liable in any way for inconvenience to the Client caused by damage to the utilities.

- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves Native of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. **Planting is warranted for one (1) year IF there is an approved irrigation system.**
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warrantees provided by Native.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. Native shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials being seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Plumbing, Electrical and Gas Installation services are not included in contract. Owner shall enter into a separate contract with contractor.
- Iron railings removed during construction are always re-attached at an additional cost.
- **Irrigation: Damage and subsequent repair to existing irrigation & drainage lines during construction is**

considered to be an additional cost.

- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, Native reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services.
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

Media Collection Clause

In consideration of the services provided by Native Design & Hardscape, the Client agrees to grant Native Design & Hardscape the right to collect, use, and display photographs and videos depicting the work completed by Native Design & Hardscape.

1. **Consent for Media Collection:** The Client hereby grants permission to Native Design & Hardscape to capture, collect, and use photographic and video images of the completed work, including but not limited to landscaping projects, hardscape installations, garden designs, and related services.
2. **Purpose of Media Collection:** The photographs and videos collected by Native Design & Hardscape may be used for promotional, marketing, advertising, and educational purposes, including but not limited to website content, social media posts, brochures, advertisements, presentations, and portfolio displays.
3. **Ownership and Usage Rights:** The Client acknowledges and agrees that Native Design & Hardscape shall own all rights, title, and interest in and to the photographs and videos collected pursuant to this clause. ~~The Client hereby waives any rights to inspect or approve the finished product wherein the Client's likeness appears.~~
4. **Client Release:** By entering into this agreement, the Client releases and discharges Native Design & Hardscape, its employees, agents, and affiliates from any and all claims, demands, or causes of action that the Client may have against them arising out of or in connection with the use of the photographs and videos as described herein.
5. **Confidentiality:** Native Design & Hardscape shall take reasonable measures to ensure the confidentiality and security of the photographs and videos collected. Native Design & Hardscape shall not disclose or distribute the photographs and videos to any third party without the prior written consent of the Client, except as required by law.
6. **Duration of Consent:** This consent shall remain in effect indefinitely unless otherwise revoked in writing by the Client. The Client may revoke this consent at any time by providing written notice to Native Design & Hardscape. Upon receipt of such notice, Native Design & Hardscape shall cease using the photographs and videos for the purposes described herein.
7. **Governing Law:** This clause shall be governed by and construed in accordance with the laws of the state of Tennessee. Any dispute arising out of or in connection with this clause shall be subject to the exclusive jurisdiction of the courts of the state of Tennessee.

Students shall not be photographed

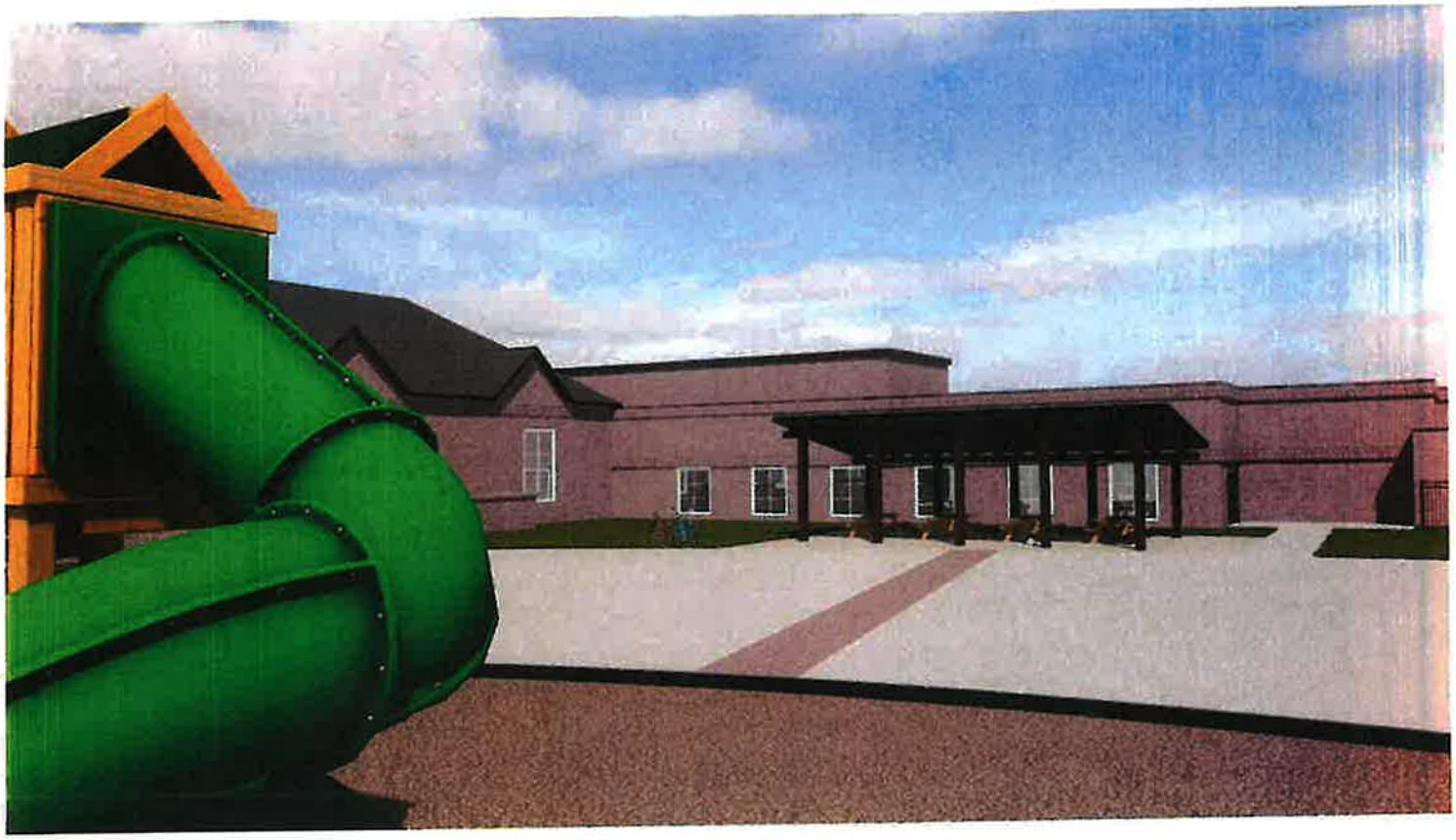
By signing below, the Client acknowledges that they have read, understood, and agreed to the terms and conditions of this Media Collection Clause.

Contractor: Jeran Guffey

Client:

Signature Date: 03/06/2025

Signature Date:



↑ heaters

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 5th day of June, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-279

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 5/28/2025

RLA-17419 **R-25-6-110**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, confirming the Knox County Mayor's reappointments of Margaret Counts and Paul Jordan to the Visit Knoxville Board of Directors. (Terms expire June 30, 2028) *(County Mayor)*

Attachments

Resolution

Letter from Mayor

BIO - Margaret Keally Counts

Resume - Paul Jordan

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, CONFIRMING THE KNOX COUNTY MAYOR'S REAPPOINTMENTS OF MARGARET COUNTS AND PAUL JORDAN TO THE VISIT KNOXVILLE BOARD OF DIRECTORS. (TERMS EXPIRE JUNE 30, 2028)

RESOLUTION: **R-25-6-110**

REQUESTED BY: **COUNTY MAYOR**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County and the Knoxville Convention and Visitors Bureau, Inc. d/b/a Visit Knoxville previously entered into an Intergovernmental Contract for Destination Marketing and Event Management Services in Knox County; and

WHEREAS, the Intergovernmental Contract provides for a Visit Knoxville Board of Directors with six (6) of the eleven (11) members appointed by the Knox County Mayor, subject to confirmation by the Knox County Commission; and

WHEREAS, the terms of Margaret Counts and Paul Jordan on the Visit Knoxville Board of Directors expire June 30, 2025; and

WHEREAS, the Knox County Mayor desires to reappoint Margaret Counts and Paul Jordan to the Visit Knoxville Board of Directors; and

WHEREAS, the Knox County Commission finds Margaret Counts and Paul Jordan well-qualified to serve on the Visit Knoxville Board of Directors and desires to confirm said reappointments.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby confirms the Knox County Mayor's reappointments of Margaret Counts and Paul Jordan to the Visit Knoxville Board of Directors, each to serve a three (3) year term beginning July 1, 2025 and expiring June 30, 2028.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

OFFICE OF COUNTY MAYOR GLENN JACOBS

May 28, 2025

David Buuck
Knox County Law Director
400 W Main Street, Suite 612
Knoxville, TN 37902

RE: Appointment to the Visit Knoxville Board of Directors

Dear Mr. Buuck,

Thank you for your letter dated April 23, 2025, advising me of the upcoming appointments to the Visit Knoxville Board of Directors. I would like to reappoint Margaret Counts and Paul Jordan to serve another three-year term that will expire June 30, 2028.

Please let my office know if you have any questions or need additional information.

Sincerely,

Glenn Jacobs
Knox County Mayor

cc: Files
Margaret Counts
Paul Jordan

Margaret Keally Counts (Meg)

Meg Counts is the Sr. Manager of Team Member Experience and Corporate Giving. She has worked at the Pilot Company for 6 years.

Meg leads the company's philanthropic initiatives in Knoxville and across the Pilot Flying J footprint in North America. She is overseeing a multimillion dollar philanthropic campaigns in connection with the company's giving strategy. She oversees all donations will be made to both local and national organizations that align with our company's mission, and is charged with identifying partnerships; researching and vetting the national recipients; and coordinating the process from start to finish. Meg also creates and manages the programs and events for the sales and support center in Knoxville including the company's largest conference for its travel center general managers.

Meg's attention to detail, enthusiasm, compassion for team members and fresh ideas make Pilot a great place to work.

Meg doesn't meet a stranger, and her ability to put people at ease and exhibit warmth and leadership serves her well both professionally and personally. In 2019 she was named 40 Under 40 and was a member of Leadership Knoxville Class of 2020.

Meg graduated from the College of Charleston and earned a degree in communications in 2001.

The common thread linking Meg's work journey is the ability to lead, make people feel comfortable, maintain excellent relationships, earn everyone's trust, come across as humble and genuine and adjust to different places and backgrounds.

She manages a busy professional life, while making family a priority with her husband, Kevin Counts, who also works at the Pilot Company, and their two daughters Keally (11) and Frances (8).

Current Community Relations:

- Lakeshore Conservancy Development Committee '21 - Current
- East Tennessee Children Hospital Development Advisory Committee '20 - Current
- Visit Knoxville Open Advisory Committee '20 - Current
- 2022 Medal of Honor Host Committee '21 - Current
- Board of Trustees Webb School of Knoxville '19 - Current

804.486.9043 //pauljordan2124@gmail.com // Kimberly Heights Road // Sevierville, TN 37876

Paul Jordan

General Manager

EDUCATION

North Harris College, Houston TX
Business Management

Walter State Community College

SKILLS

Strong leader with proven ability to produce strong growth & results in revenues & profit
Strong operational, sales and marketing experience
Extensive F&B knowledge and operations experience
Financial Analysis & Statements
Project Management
Market & property analysis
Client Relations
Forecasting/Budgeting
Quality Assurance Performance

Awards

2019 GMs to Watch – Hotel Management Magazine

2019 GM of the Year – PM Hotels

2019 Hotel of the Year – PM Hotels

2018 GM of the Year – PM Hotels

2017 Hotel of the Year – PM Hotels

2017 GM of the Year – PM Hotels

2017 TN Hospitality & Tourism Assoc. Lodging GM of the Year – State of TN

2017 Greater Knoxville Hospitality Assoc. Lodging GM of the Year – Knoxville

WORK EXPERIENCE

Aimbridge Hospitality
Area General Manager

- Hilton Knoxville Hotel
- Marriott World's Fair Hotel
- The Tennessean Hotel

Hilton Knoxville Downtown // 2011-Present
General Manager

- 320 room, full-service hotel with 14,000 square ft. of meeting space.
- Increased profit YOY each year by 5%+ and achieved a flow through to prior year of 55%-150%
- Delivered Outstanding Quality Assurance audit five years running
- Achieved companies Hotel of the Year 2 of last three awards based on industry Five Star Metrics
- Lead 10+ PMHG transition teams for incoming hotels
- Managed multiple properties for up to six months on multiple occasions

Sheraton Park South Hotel Richmond // 2007-2011
General Manager

- 194 room, full-service hotel with 8,500 square feet of meeting space and a venue for outdoor events
- Achieved budgeted revenue, exceeding profit, RevPAR, and average rate targets for the first year
- Impacted significant increases in Guest Satisfaction index each year for the past three years
- Managed the hotel through completion of a $4 million property improvement plan
- Reduced the use of contract labor in the hotel by 90%, resulting in a savings of $40,000 annually
- Heavily involved in local community, board member of local Rotary

PROFESSIONAL DEVELOPMENT

Six Sigma Process Analysis

Dale Carnegie Program
Awarded Outstanding Graduate

Brand Training Programs
Starwood, Hilton, Wyndham

PROFESSIONAL REFERENCES

Lew Lemon
Former RVP
Davidson Hotels
703.599.0370

Pat Lupsha
Former President/Owner
Davidson Hotels
901.356.1800

Ed Ansbro
Executive VP (Former Owner of Hilton Knoxville)
Fairwood Capital, LLC
901.356.1800

COMMUNITY

President // 2019 - Present
Greater Knoxville Hospitality Assoc.

Leader // 2015 - Present
Hilton Blue Energy Committee – assist with building homes through Habitat for Humanity

Top 3 Performer for fundraising through Pelatonia with Rockbridge Capital

WORK EXPERIENCE continued

Hilton Memphis // 2005-2007
Hotel Manager

- 405 room premier property with 30,000 square feet of meeting space. $20,000,000+ in annual revenues; $7,000,000+ Food & Beverage revenue; 74% occupancy and average rate of $112.00
- Responsible for the direct management of all hotel operations including rooms, food & beverage and other
- Increased Guest Satisfaction Scores throughout the hotel by 36%/10+ points through aggressively focusing on hospitality
- Eliminated the use of contract labor in the hotel with a monthly savings to the hotel ranging from $10,000 to $15,000
- Implemented weekly departmental Internal Audit inspection resulting in 15% increase in audit score
- Promoted to General Manager

Sweetwater Country Club Sugar Land, TX // 2003-2005
Assistant General Manager/Area Director of Food & Beverage

- 650-acre premiere, full service, country club with two championship 18-hole golf courses and full athletic facility including spa, 12,000+ square feet of meeting space, restaurants, bars, and concession facilities.
- Increased F&B revenues by 120%
- Managed operations to produce $15,000,000+ in annual revenues

Wyndham International // 1991-2003
Director/Regional Director of Food & Beverage

- Provided leadership and direction to fourteen hotels in Dallas, Arlington, Galveston, Houston, San Antonio, and Kansas City. Hotel size ranged from 180 rooms to 1600 rooms. Total food and beverage revenues in excess of $84,000,000
- Responsible for the on-site management of $10,000,000 food & beverage operation of a 472-room hotel
- Successfully negotiated vendor sponsorship for regional and seasonal cuisine promotions resulting in revenue generation of $45,000 for the region
- Implemented food cost toolbox used to provide a road map to profitability for underperforming hotels Implemented changes were sustained going forward

Paul Jordan

804.486.9043//pauljordan2124@gmail.com//430 Kimberly Heights Road//Sevierville, TN 37876

RLA-17426 **R-25-6-111**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing Jim Snowden (nominee of the Knox County Mayor of an official or employee of Knox County) and David McGinley (nominee of the City of Knoxville Mayor of an official or employee of the City of Knoxville) to serve on the Knox County Air Pollution Control Board. (Terms expire June 30, 2029)
(Health Department)

Attachments

Resolution

Nomination Letter - David McGinley

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPOINTING JIM SNOWDEN (NOMINEE OF THE KNOX COUNTY MAYOR OF AN OFFICIAL OR EMPLOYEE OF KNOX COUNTY) AND DAVID MCGINLEY (NOMINEE OF THE CITY OF KNOXVILLE MAYOR OF AN OFFICIAL OR EMPLOYEE OF THE CITY OF KNOXVILLE) TO SERVE ON THE KNOX COUNTY AIR POLLUTION CONTROL BOARD. (TERMS EXPIRE JUNE 30, 2029)

RESOLUTION: R-25-6-111

REQUESTED BY: HEALTH DEPARTMENT

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Section 26-34 of the Knox County Code provides for the composition of the Knox County Air Pollution Control Board (the "Board"), which members are appointed by the Knox County Commission (the "Commission") upon nominations received from certain organizations or officials; and

WHEREAS, the terms of Tom Clabo and Cathy Olsen on the Board expire on June 30, 2025; and

WHEREAS, pursuant to the procedure and qualifications set forth in Section 26-34 of the Knox County Code, the Commission has received nominations to fill the upcoming vacancies on the Board; and

WHEREAS, David McGinley who is an official or employee of the City of Knoxville has been nominated for appointment by the Mayor of the City of Knoxville and Jim Snowden who is an official or employee of Knox County has been nominated for appointment by the Knox County Mayor; and

WHEREAS, the Commission finds David McGinley and Jim Snowden well-qualified to serve on the Board and desires to appoint these nominees.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby appoints the following members to the Knox County Air Pollution Control Board with each to serve a four (4) year term beginning July 1, 2025 and expiring June 30, 2029:

1. **David McGinley who is an official or employee of the City of Knoxville and nominee of the Mayor of the City of Knoxville; and**

2. **Jim Snowden who is an official or employee of Knox County and nominee of the Knox County Mayor.**

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CITY OF KNOXVILLE
INDYA KINCANNON, MAYOR

May 14, 2025

Justin Mayer
Knox County Office of Air Quality Management
140 Dameron Avenue
Knoxville, TN 37917

Dear Justin:

My current appointee on the Knox County Office of Air Quality Management, Mr. Tom Clabo, is serving a term that will expire on June 30, 2026. Pursuant to Section 26-34(a) of the Knox County Code, Chapter 26, I respectfully submit David McGinley as the City of Knoxville nominee to serve on the Knox County Air Pollution Control Board.

David McGinley, P.E. is the Stormwater Engineering Chief and he is highly qualified to serve on this Board and I am confident that his contributions will be valuable. His term will be through June 30, 2029.

Please contact Jennifer Searle on my staff at 865-215-2267 if there are any questions. She will be happy to assist you.

Best wishes,

Indya Kincannon
Mayor

c: David McGinley, City of Knoxville Stormwater Engineering
Jennifer Searle, Office of the Mayor

RLA-17422 **R-25-6-112**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing _____ (District 3 seat) to the Knox County Library Advisory Board. (Term expires July 1, 2028)
(Commissioner Oster)

Attachments

Resolution

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPOINTING _____ (DISTRICT 3 SEAT) TO THE KNOX COUNTY LIBRARY ADVISORY BOARD. (TERM EXPIRES JULY 1, 2028)

RESOLUTION: **R-25-6-112**

REQUESTED BY: **COMMISSIONER OSTER**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Section 46-31 *et seq.* of the Knox County Code provides for a nine member library advisory board with each member residing in the commission district that corresponds to his or her numbered seat on the Knox County Library Advisory Board (the "Library Advisory Board"); and

WHEREAS, the term of Nancy Petersen as the 3rd District Representative on the Library Advisory Board expires on July 1, 2025; and

WHEREAS, the Knox County Commission conducted an open and transparent process for the purpose of filling this upcoming vacancy on the Library Advisory Board, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates interested in serving on the Library Advisory Board at a duly noticed public meeting; and

WHEREAS, the Knox County Commission desires to fill this vacancy on the Library Advisory Board.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby appoints_____ to the 3rd Commission District seat on the Knox County Library Advisory Board to serve a three (3) year term beginning July 2, 2025 and expiring July 1, 2028.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg.
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: MAY 12, 2025

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, June 16, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, June 23, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

PUBLIC NOTICE

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

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Suite 603, City-County Building
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The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, June 23, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

Focus
Resumes
Library
Board

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

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The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, June 23, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.
May 12 2025
LOKR0294461

(news sentinel)
Resume's
Libary Board

Advertisement for Bids

Monroe County 2022 TDEC ARP Waterline Construction Bid for Little Gudger Road, Gudger Road, and Hidden Springs Drive.

Monroe County will be soliciting bids for the 2022 TDEC ARP Waterline project for Little Gudger Road, Gudger Road, and Hidden Springs Drive. The Monroe County 2022 TDEC ARP project includes the installation of 7,105 feet of 6-inch PVC with appurtenances.

This project is being supported with American Rescue Plan Act, Coronavirus State and Local Recovery Fund and Local Recovery Fund grant funding. Therefore, certain restrictions and other federal requirements attach to this opportunity.

Separate sealed bids for the Monroe County 2022 TDEC ARP Water Line Extension project for Federal Trail Road will be received by Monroe County at the Monroe County Finance Department located at the J.P. Kennedy Bldg., 103 College St., Madisonville, TN 37354 until 10:00 a.m. on June 5, 2025, and then at said office publicly opened and read aloud. Any person with a disability requiring special accommodations must contact Monroe County no later than 7 days prior to the bid opening.

All bid documents may be examined at the following: Robert G. Campbell & Associates, L.P., 7523 Taggart Lane, Knoxville, TN 37938. To obtain DIGITAL Plans and Specifications, please email Misty Barger at mistybarger@rgc-a.com.

Monroe County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Monroe County is an Equal Opportunity Employer. Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60. We encourage all small and minority owned firms and women's business enterprises to participate. No bidder may withdraw his bid within (60) days after the actual date of the opening thereof.

PLEASE NOTE: Official plan holders list will only be the list maintained by Robert G. Campbell & Associates, L.P. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically to check for Addenda which may have been posted on Builder's Exchange.

The Copeland "Anti-Kickback" Act is also applicable, which prohibits workers on construction contracts from giving up wages that they are owed. Contractor's must does not appear on Sam.gov disbarment list.

A detailed listing of all subcontractors shall be provided by the Bidder. In accordance with the Contract Documents, documentation that the prospective General Contractor and its subcontractors meet minimum qualifications shall be provided and submitted. Subcontractors must also not appear on Sam.gov disbarment list. Mark-ups on subcontractor work or Cost Plus Overhead will be disallowed for reimbursement.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of his bid and shall, before entering on the work of said contract, be licensed as a contractor of the Sevier County.

The owner reserves the right to waive any informalities or to reject any or all bids.

Publication Date

Closing Date/Time
Thursday, June 5, 2025 at 10:00 a.m.

Bid Opening Information
June 5, 2025, at 10:00 a.m. at the Monroe County Finance Dept., J.P. Kennedy Bldg., 103 College St., Madisonville, TN 37354.

Contact Person
Robert Campbell, P.E. at Robert G. Campbell & Assoc., L.P., 7523 Taggart Lane, Knoxville, TN 37938; 865-947-5996

Plans and Specifications Available
To obtain DIGITAL Plans and Specifications, please email Misty Barger at mistybarger@rgc- a.com.
Digital copy Plans and Specifications may be secured for no fee, all printing, shipping, and other required costs are at the contractor's expense.

Plan Holders List
To obtain the Plan Holders List, please email Misty Barger at mistybarger@rgc-a.com.

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RLA-17423 **R-25-6-113**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing _____ (District 4 seat) to the Knox County Library Advisory Board. (Term expires July 1, 2028)
(Commissioner Jackson)

Attachments

Resolution

Resume - Niki Walden

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPOINTING/REAPPOINTING _____ (DISTRICT 4 SEAT) TO THE KNOX COUNTY LIBRARY ADVISORY BOARD. (TERM EXPIRES JULY 1, 2028)

RESOLUTION: **R-25-6-113**

REQUESTED BY: **COMMISSIONER JACKSON**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Section 46-31 *et seq.* of the Knox County Code provides for a nine member library advisory board with each member residing in the commission district that corresponds to his or her numbered seat on the Knox County Library Advisory Board (the "Library Advisory Board"); and

WHEREAS, the term of Hope Davis as the 4th District Representative on the Library Advisory Board expires on July 1, 2025; and

WHEREAS, the Knox County Commission conducted an open and transparent process for the purpose of filling this upcoming vacancy on the Library Advisory Board, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates interested in serving on the Library Advisory Board at a duly noticed public meeting; and

WHEREAS, the Knox County Commission desires to fill this vacancy on the Library Advisory Board.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby appoints/reappoints _____ to the 4th Commission District seat on the Knox County Library Advisory Board to serve a three (3) year term beginning July 2, 2025 and expiring July 1, 2028.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

[redacted]
Knoxville, TN 37919

[redacted]

NIKI WALDEN

Experience

Feb 2025 – Present Friends of Literacy Knoxville, TN

Volunteer

- Help package books for outreach events
- On the Special Events committee: Help organize and plan events

Feb 2025 – Present Peer Academy Knoxville, TN

Volunteer Librarian

- Plan and execute a sensory story time for students who have disabilities
- Organize and catalog both elementary and middle school books
- Work with administration on ideas on how to adapt for students understanding

Dec 2024 – Present Knox County Library Powell, TN

Library Desk Assistant

- Processed incoming books from delivery and book drop
- Made library displays
- Shelved books
- Helped patrons with reference and technology questions
- Helped patrons with printing and copying needs
- Suggested different programming to branch librarian
- Helped patrons require a new library card
- Pulled holds from shelves and processed them for patrons

Aug 2023 – Sept 2024 Emerald Academy Knoxville, TN

School Librarian and Assistant Teacher

- Using the library system, Opals, completed check-out and returns
- Made library displays
- Shelved books
- Entered new books into the library system
- Ran Accelerated Reader program
- Planned story time for K-2nd
- Ran scholastic Book Fair
- Ran RTI small groups for both 4th and 6th grade in reading and math
- Kept documentation and tested small groups

August 2016 – September 2017 Cedar Springs Church Knoxville, TN

After School Teacher

- Taught 3rd grade and Kindergarten per facility curriculum
- Monitored recess/playground time maintaining safety protocols
- Distributed snacks and monitored dietary restrictions
- Designed and maintained announcement boards
- Planned and implemented crafts and activities
- Led and facilitated student participation in summer camp activities
- Communicated with parents regarding student and program status
- Maintained cleanliness of classroom and playground areas

January 2006 – January 2013 PC Bookkeeping Services Alpharetta, GA

Accountant Assistant

- Data Entry
- Filing
- Use of QuickBooks, Excel, & Word

January 2005 – June 2005 Clear Channel 94.9 Lite FM Atlanta, GA

Production/Public Relations Internship:

- Proficiently run the board for studio & equipment for broadcast, TiVo,Cool Edit
- Write and distribute press releases
- Answer phones and screen calls
- Coordinate in-studio visitors including screening prior to entering control room.
- Use of Microsoft Office Suite including Excel & Word
- Assisted with coordination and implementation of events

Education

Chattahoochee Technical College Graduated June 2005 Atlanta, GA
Associate Degree in Entertainment Technology
with Graphics, Animation, Audio, and Video

Lanier Technical College Graduated January 2013 Cumming, GA
Certificate in Certified Nursing Assistant

Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg.
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: MAY 12, 2025

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

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Suite 603, City-County Building
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Phone: 215-2534
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E-mail: commission@knoxcounty.org

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PUBLIC NOTICE

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

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Focus
Resumes
Library
Board

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

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May 12 2025
LOKR0294461

(news sentinel)
Resume's
Libary Board

Advertisement for Bids

Monroe County 2022 TDEC ARP Waterline Construction Bid for Little Gudger Road, Gudger Road, and Hidden Springs Drive.

Monroe County will be soliciting bids for the 2022 TDEC ARP Waterline project for Little Gudger Road, Gudger Road, and Hidden Springs Drive. The Monroe County 2022 TDEC ARP project includes the installation of 7,105 feet of 6-inch PVC with appurtenances.

This project is being supported with American Rescue Plan Act, Coronavirus State and Local Recovery Fund and Local Recovery Fund grant funding. Therefore, certain restrictions and other federal requirements attach to this opportunity.

Separate sealed bids for the Monroe County 2022 TDEC ARP Water Line Extension project for Federal Trail Road will be received by Monroe County at the Monroe County Finance Department located at the J.P. Kennedy Bldg., 103 College St., Madisonville, TN 37354 until 10:00 a.m. on June 5, 2025, and then at said office publicly opened and read aloud. Any person with a disability requiring special accommodations must contact Monroe County no later than 7 days prior to the bid opening.

All bid documents may be examined at the following: Robert G. Campbell & Associates, L.P., 7523 Taggart Lane, Knoxville, TN 37938. To obtain DIGITAL Plans and Specifications, please email Misty Barger at mistybarger@rgc-a.com.

Monroe County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Monroe County is an Equal Opportunity Employer. Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60. We encourage all small and minority owned firms and women's business enterprises to participate. No bidder may withdraw his bid within (60) days after the actual date of the opening thereof.

PLEASE NOTE: Official plan holders list will only be the list maintained by Robert G. Campbell & Associates, L.P. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically to check for Addenda which may have been posted on Builder's Exchange.

The Copeland "Anti-Kickback" Act is also applicable, which prohibits workers on construction contracts from giving up wages that they are owed. Contractor's must does not appear on Sam.gov disbarment list.

A detailed listing of all subcontractors shall be provided by the Bidder. In accordance with the Contract Documents, documentation that the prospective General Contractor and its subcontractors meet minimum qualifications shall be provided and submitted. Subcontractors must also not appear on Sam.gov disbarment list. Mark-ups on subcontractor work or Cost Plus Overhead will be disallowed for reimbursement.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of his bid and shall, before entering on the work of said contract, be licensed as a contractor of the Sevier County.

The owner reserves the right to waive any informalities or to reject any or all bids.

Publication Date

Closing Date/Time
Thursday, June 5, 2025 at 10:00 a.m.

Bid Opening Information
June 5, 2025, at 10:00 a.m. at the Monroe County Finance Dept., J.P. Kennedy Bldg., 103 College St., Madisonville, TN 37354.

Contact Person
Robert Campbell, P.E. at Robert G. Campbell & Assoc., L.P., 7523 Taggart Lane, Knoxville, TN 37938; 865-947-5996

Plans and Specifications Available
To obtain DIGITAL Plans and Specifications, please email Misty Barger at mistybarger@rgc- a.com.
Digital copy Plans and Specifications may be secured for no fee, all printing, shipping, and other required costs are at the contractor's expense.

Plan Holders List
To obtain the Plan Holders List, please email Misty Barger at mistybarger@rgc-a.com.

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RLA-17424 **R-25-6-114**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing _____ (District 7 seat) to the Knox County Library Advisory Board. (Term expires July 1, 2028)
(Commissioner Lee)

Attachments

Resolution

Resume - Sharon Smith

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPOINTING/REAPPOINTING _____ (DISTRICT 7 SEAT) TO THE KNOX COUNTY LIBRARY ADVISORY BOARD. (TERM EXPIRES JULY 1, 2028)

RESOLUTION: **R-25-6-114**

REQUESTED BY: **COMMISSIONER LEE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Section 46-31 *et seq.* of the Knox County Code provides for a nine member library advisory board with each member residing in the commission district that corresponds to his or her numbered seat on the Knox County Library Advisory Board (the "Library Advisory Board"); and

WHEREAS, the term of Debi Stafford as the 7th District Representative on the Library Advisory Board expires on July 1, 2025; and

WHEREAS, the Knox County Commission conducted an open and transparent process for the purpose of filling this upcoming vacancy on the Library Advisory Board, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates interested in serving on the Library Advisory Board at a duly noticed public meeting; and

WHEREAS, the Knox County Commission desires to fill this vacancy on the Library Advisory Board.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby appoints/reappoints _____ to the 7th Commission District seat on the Knox County Library Advisory Board to serve a three (3) year term beginning July 2, 2025 and expiring July 1, 2028.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

SHARON C. SMITH

Knoxville, Tennessee 37918
[redacted]

SKILLS

- Office administration
- Customer service

WORK HISTORY

09/1995 to Current **Administrative Assistant**
R. Larry Smith & Associates Insurance Agency – Knoxville, TN

- Answered multi-line phone system, routing calls, delivering messages to staff and greeting visitors.
- Maintained confidentiality of sensitive information by adhering to strict privacy policies and implementing secure filing systems.
- Delivered excellent customer service through prompt responses to client inquiries, addressing concerns effectively, and building strong relationships.
- Ensured accurate record-keeping with diligent data entry and database management for vital company information.
- Improved document organization with thorough file maintenance, archiving outdated records as necessary for efficient retrieval when needed.

EDUCATION

12/1983 **Bachelor of Science: Marketing**
University of Tennessee - Knoxville, TN

VOLUNTEER WORK

- Knox County Public Library Advisory Board, 2014-2021
- Friends of the Knox Public Library, Board of Directors 2016-2022
  President, 2019-2020; Advocacy Committee Chair, 2016-2022;
  Volunteer Halls Branch Liaison, 2016-presently.
- Friends of Tennessee Libraries, Board Member 2021-present
- Halls Crossroads Women's League, 2018-present
- Board of Directors, 2020- present, Secretary 2021
- University Women's Club, 2016-2020, Board Member 2017-2020
- University of Tennessee Alumni Chapter, 2012-2016
- University of Tennessee Parents Council, 2008-2012

INTEREST

- Getting involved in local advocacy groups to promote positive change in the

Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
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Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: MAY 12, 2025

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
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The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, June 23, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

PUBLIC NOTICE

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

Office of the Knox County Commission
Suite 603, City-County Building
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The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, June 23, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

Focus
Resumes
Library
Board

The Knox County Commission shall receive resumes from candidates seeking an appointment to three (3) vacancies on the Knox County Library Advisory Board for ***Commission Districts 3, 4 and 7,*** with terms expiring July 1, 2028. ***Candidates must reside in the district for which they are applying.*** Resumes should be submitted by mail, fax, e-mail, or hand delivered no later than Wednesday, June 11, 2025 at 4:00 p.m. to:

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FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission shall interview candidates during the Optional Agenda Review Meeting on Monday, June 16, 2025 at 3:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.

The Commission appointments shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, June 23, 2025 at 5:00 p.m. in the Main Assembly Room of the City-County Building, 400 West Main Street.
May 12 2025
LOKR0294461

(news sentinel)
Resume's
Libary Board

Advertisement for Bids

Monroe County 2022 TDEC ARP Waterline Construction Bid for Little Gudger Road, Gudger Road, and Hidden Springs Drive.

Monroe County will be soliciting bids for the 2022 TDEC ARP Waterline project for Little Gudger Road, Gudger Road, and Hidden Springs Drive. The Monroe County 2022 TDEC ARP project includes the installation of 7,105 feet of 6-inch PVC with appurtenances.

This project is being supported with American Rescue Plan Act, Coronavirus State and Local Recovery Fund and Local Recovery Fund grant funding. Therefore, certain restrictions and other federal requirements attach to this opportunity.

Separate sealed bids for the Monroe County 2022 TDEC ARP Water Line Extension project for Federal Trail Road will be received by Monroe County at the Monroe County Finance Department located at the J.P. Kennedy Bldg., 103 College St., Madisonville, TN 37354 until 10:00 a.m. on June 5, 2025, and then at said office publicly opened and read aloud. Any person with a disability requiring special accommodations must contact Monroe County no later than 7 days prior to the bid opening.

All bid documents may be examined at the following: Robert G. Campbell & Associates, L.P., 7523 Taggart Lane, Knoxville, TN 37938. To obtain DIGITAL Plans and Specifications, please email Misty Barger at mistybarger@rgc-a.com.

Monroe County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Monroe County is an Equal Opportunity Employer. Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60. We encourage all small and minority owned firms and women's business enterprises to participate. No bidder may withdraw his bid within (60) days after the actual date of the opening thereof.

PLEASE NOTE: Official plan holders list will only be the list maintained by Robert G. Campbell & Associates, L.P. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically to check for Addenda which may have been posted on Builder's Exchange.

The Copeland "Anti-Kickback" Act is also applicable, which prohibits workers on construction contracts from giving up wages that they are owed. Contractor's must does not appear on Sam.gov disbarment list.

A detailed listing of all subcontractors shall be provided by the Bidder. In accordance with the Contract Documents, documentation that the prospective General Contractor and its subcontractors meet minimum qualifications shall be provided and submitted. Subcontractors must also not appear on Sam.gov disbarment list. Mark-ups on subcontractor work or Cost Plus Overhead will be disallowed for reimbursement.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of his bid and shall, before entering on the work of said contract, be licensed as a contractor of the Sevier County.

The owner reserves the right to waive any informalities or to reject any or all bids.

Publication Date

Closing Date/Time
Thursday, June 5, 2025 at 10:00 a.m.

Bid Opening Information
June 5, 2025, at 10:00 a.m. at the Monroe County Finance Dept., J.P. Kennedy Bldg., 103 College St., Madisonville, TN 37354.

Contact Person
Robert Campbell, P.E. at Robert G. Campbell & Assoc., L.P., 7523 Taggart Lane, Knoxville, TN 37938; 865-947-5996

Plans and Specifications Available
To obtain DIGITAL Plans and Specifications, please email Misty Barger at mistybarger@rgc- a.com.
Digital copy Plans and Specifications may be secured for no fee, all printing, shipping, and other required costs are at the contractor's expense.

Plan Holders List
To obtain the Plan Holders List, please email Misty Barger at mistybarger@rgc-a.com.

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RLA-17394 **R-25-6-301**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Allison Rogers, SHERIFF

Department: SHERIFF

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of a donation of one (1) Bell UH-1H Helicopter from the State of Tennessee LESO Program for the provision of parts.
(Sheriff)

Attachments

Resolution

Helicopter Donation

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A DONATION OF ONE (1) BELL UH-1H HELICOPTER FROM THE STATE OF TENNESSEE LESO PROGRAM FOR THE PROVISION OF PARTS.

RESOLUTION: **R-25-6-301**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the State of Tennessee LESO Program desires to donate one (1) Bell UH-1H Helicopter to the Knox County Sheriff's Office for the provision of parts; and

WHEREAS, Knox County and the Knox County Sheriff's Office desire to accept this generous donation.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby authorizes the acceptance of a donation of one (1) Bell UH-1H Helicopter from the State of Tennessee LESO Program for the provision of parts for the benefit of the Knox County Sheriff's Office.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be required to signify acceptance of the donation by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

DLA FORM 1348-1A, JUL 91 (EG) ISSUE RELEASE/RECEIPT DOCUMENT

| | | |

RLA-17331 **R-25-6-401**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract with Barge Design Solutions, Inc. in the amount of $98,700.00 for the design of geometric realignment of Bakertown Road and Joe Hinton Road to improve motorist safety.
(Engineering and Public Works)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ENGINEERING DESIGN CONTRACT WITH BARGE DESIGN SOLUTIONS, INC. IN THE AMOUNT OF $98,700.00 FOR THE DESIGN OF GEOMETRIC REALIGNMENT OF BAKERTOWN ROAD AND JOE HINTON ROAD TO IMPROVE MOTORIST SAFETY.

RESOLUTION: **R-25-6-401**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to realign the Bakertown Road and Joe Hinton Road intersection to improve motorist safety; and (the "Project"); and

WHEREAS, Barge Design Solutions, Inc. submitted a Professional Services Agreement, which includes a scope of work, to provide surveying and design services for the Project, as further detailed in the attached Agreement; and

WHEREAS, the proposed Professional Services Agreement is in the amount of $98,700.00; and

WHEREAS, Barge Design Solutions, Inc. has the necessary qualifications to provide the professional services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Professional Services Agreement with Barge Design Solutions, Inc. for the design of geometric realignment of Bakertown Road and Joe Hinton Road intersection is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Professional Services Agreement with Barge Design Solutions, Inc. for the design of geometric realignment of Bakertown Road and Joe Hinton Road intersection shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of May 5, 2025 by and between Knox County, Tennessee (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: **Bakertown Road at Joe Hinton Road Intersection**

Location: **Knox County, Tennessee**

Description of Project: The Client is proposing an improvement to the Bakertown Road and Joe Hinton Road intersection in west Knox County. The project concept is for the realignment of Bakertown Road to intersect Joe Hinton at an approximate 90-degree skew to improve safety and operation at the intersection.

I. PROFESSIONAL SERVICES: BARGE agrees to perform the following Basic Services under this contract:

Refer to "Attachment A – Scope of Work" for details.

II. COMPENSATION: Client shall compensate BARGE for the Basic Services as follows:

☐	Cost Plus in accordance with the rate schedule attached as Exhibit "A", including applicable reimbursables.		
☒	Estimated Fee $ Amount	or Maximum Fee $	$98,700 (Refer to Attachment A – Scope of Work for details)
☐	Lump Sum		
☐	Percentage of Construction Cost %	Estimated Fee $	
☐	Other (specify)		

In addition, **Client** shall pay **BARGE** for additional services performed beyond the Basic Services as described in Attachment A – Scope of Work.

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due 30 days after receipt of each invoice.

IV. TIME: Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE**'s control. If such delay or suspension extends more than six months (cumulatively), **BARGE**'s compensation shall be equitably adjusted.

V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.

VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services satisfactorily performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.

VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.

IX. **ACCESS TO THE SITE/JOBSITE SAFETY**: Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

X. **INSURANCE:** **BARGE** shall secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.

XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars ($100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. **DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

XIII. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

XIV. **GOVERNING LAW AND VENUE:** This Agreement shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

Knox County, Tennessee	**Barge Design Solutions, Inc.**
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:
Tax I.D. Number:	

Barge Design Solutions, Inc. (Barge) is proposing to provide surveying and design services for Knox County (Client) for the proposed realignment of the Bakertown Road and Joe Hinton Road intersection in west Knox County. The scope of work is presented in the following elements:

I. Project Description
II. Scope of Services
III. Time of Performance
IV. Compensation
V. Project Understanding and Assumptions
VI. Exclusions

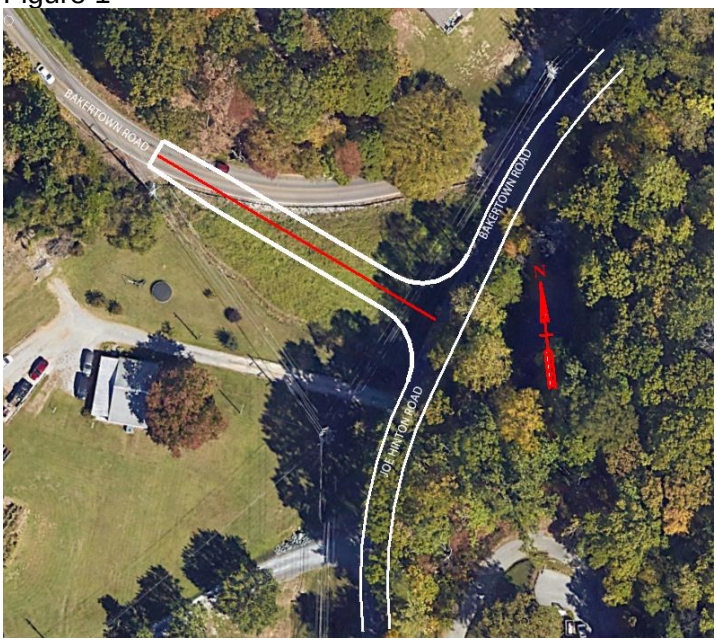
I. Project Description

The Client is proposing improvements to the Bakertown Road and Joe Hinton Road intersection. As shown in Figure 1 below, the project concept is for the realignment of Bakertown Road to intersect Joe Hinton at an approximate 90-degree skew. This realignment is intended to improve safety and operation at the intersection. The Client will conduct traffic counts and analysis to determine any necessary changes to the concept, such as addition of turn lanes or reconfiguration due to predominant vehicle movement.

Additional design criteria include:

- 2-10’ travel lanes with 2’ paved shoulders
- Typical section as per Client specifications:
  - 8” stone
  - 3” A mix
  - 2” BM2 mix
  - 1 ¼” D

Figure 1



II. Scope of Services

The scope of services is summarized in the following major tasks:

Task 1 – Survey
Task 2 – Engineering Design
Task 3 – Utility Coordination
Task 4 – Permitting
Task 5 – Bidding Assistance

The following sections provide a description of each task and deliverables anticipated for each.

Task 1 – Survey

Barge will provide the following:

- Topographic survey tied to state plane coordinates
- Establishment of existing property lines, Right-of-Way, and easements. This will include the necessary property research to determine property lines, Right-of-Way, and easements.
- Planimetric and Utility information necessary for design in accordance with the TDOT Survey Manual.
- Up to 3 legal descriptions/exhibits

As shown in Figure 2 below, topographic survey will include approximately 400’ along the northern approach of Bakertown Road with a width of approximately 75’ on the west side of the centerline along Bakertown Road and along the edges of pavement on the east side of Bakertown Road and Joe Hinton Road. Survey codes, linestyles, levels, etc. will be based on the TDOT Survey Manual.

Figure 2

Deliverables:

- Survey in Openroads Designer *dgn* format
- Legal descriptions/exhibits in *pdf* format

Task 2 – Engineering Design

Engineering design and format will be in accordance with Client specifications, but based on TDOT and AASHTO guidelines and standards. Barge will provide the following:

Preliminary Plans (30%) - This submittal is intended to ensure that Client expectations are realized before the project proceeds to detailed design. This phase will include one (1) round of Client comments, including one (1) review meeting with the Client.

This submittal includes:

- Title Sheet
- Typical sections
- Property Acquisition table
- Present and proposed layouts
- Profile
- Cross sections

Construction Plans (95%) - After preliminary plans, the design will be further developed for bidding purposes. This phase will include one (1) round of Client comments, including one (1) review meeting with the Client.

This submittal includes:

- Title Sheet
- Project notes and details
- Estimated quantities
- Typical sections
- Property Acquisition table
- Present and proposed layouts
- Profile
- Culvert cross sections
- Erosion prevention and sediment control plan
- Traffic control plan
- Cross sections

Final Plans (100%) - After final comments are received, a review meeting be held, and plans will be finalized, sealed and signed by a professional engineer registered in the State of Tennessee. The submittal includes all components of the 95% set.

Deliverables:

- Preliminary Plans (30%) in *pdf* format
- Construction Plans (95%) in *pdf* format
- Final Plans (100%) in *pdf* format
- Final OPCC in *pdf* format

Task 3 – Utility Coordination

Barge will provide utility coordination services for the project. This will include facilitating, briefing and coordinating with affected utilities. Any utility relocations, including design and construction, will be the responsibility of each respective utility and/or its contractors.

Deliverables:

- Two (2) utility coordination meetings

Task 4 – Permitting

Barge will provide services to obtain an NPDES permit as per TDEC requirements and develop the Storm Water Pollution Prevention Plan (SWPPP). Any permit fees are to be paid by the Client.

Deliverables:

- Notice of Intent (NOI) in *pdf* format
- SWPPP in *pdf* format

Task 5 – Bidding Assistance

Barge will prepare a project manual/bid book containing a tabulation of items and quantities for bidding the project to construction. The Client will be responsible for advertising the bid and

managing the bid opening. Barge will respond to questions that arise during the bid process and assist the Client in evaluating the bids for irregularities and unbalanced bids.

Deliverables:

- One (1) project manual/bid book
- One (1) pre-bid meeting

III. Time of Performance

Barge is prepared to begin work immediately upon receipt of written authorization and will provide a detailed schedule for Client review at the beginning of the project.

IV. Compensation

Client agrees to pay Barge for providing the requested services as outlined in the table below and in accordance with the Agreement. The Not to Exceed cost to complete this work is $98,700. The fees will be invoiced monthly based upon the services performed. If the fee is reached early due to increased scope/effort, Barge will need authorization for an appropriate adjustment in fees from the Client prior to proceeding further.

Fee Summary Table

Task	Fee
Task 1 - Survey	$20,900
Task 2 - Engineering Design	$58,700
Task 3 - Utility Coordination	$5,100
Task 4 - Permitting	$7,500
Task 5 - Bidding Assistance	$6,500
Total	**$98,700**

V. Project Understandings and Assumptions

Barge will provide the above-noted services based upon the following:

- The Client provided design concept represents the functional intent of the intersection improvement. Modification after receipt of traffic data may necessitate an appropriate adjustment in fees.
- Barge will have access to the site and adjoining areas, as required.
- Traffic data and analysis will be provided by the Client.
- A single bid period is assumed.
- In providing opinions of probable construction cost (OPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that OPCCs are made on the basis of

Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's estimate.

- TDOT standards & details will be referenced but will not be included individually in the plans.
- Any necessary utility relocation designs will be done by others.
- The project will be 100% locally funded, with no use of state or federal funds.
- Only an NPDES permit is assumed. If other water quality permits become necessary for the project, it may necessitate an appropriate adjustment in fees.
- Substantive changes to the proposed layout and/or drainage design that become necessary during the design process may necessitate an appropriate adjustment in fees.

VI. Exclusions

The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

- Traffic studies and/or traffic analysis
- Lighting analysis and design
- Subsurface Utility Engineering (SUE)
- Geotechnical services
- Retaining wall design
- NEPA studies
- Utility relocation design and/or cost estimating services
- Right-of-way appraisals, negotiations and/or closing services
- Construction engineering and inspection (CEI)
- "As-built" record drawings
- Construction Staking
- ROW Staking

RLA-17372 **R-25-6-402**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Eddy Roberts, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, adopting the updated Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan.
(Engineering and Public Works)

Attachments

Resolution

Hazard Mitigation Plan

Fact Sheet

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ADOPTING THE UPDATED KNOX COUNTY, CITY OF KNOXVILLE, AND TOWN OF FARRAGUT MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN.

RESOLUTION: **R-25-6-402**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, Knox County fully participated in the FEMA-prescribed mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, the Tennessee Emergency Management Agency and the Federal Emergency Management Agency Region IV officials have reviewed the "Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan," and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, Knox County desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Knox County Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for Knox County demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby adopts the updated "Knox County, City of Knoxville, and Town of Farragut Multi-Jurisdictional Local Hazard Mitigation Plan" as an official plan, a copy of the Plan is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Knox County will submit this Adoption Resolution to the Tennessee Emergency Management Agency and Federal Emergency Management Agency Region IV officials to enable the plan's final approval.

BE IT FURTHER RESOLVED, that if any other notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

Knox County, City of Knoxville, and Town of Farragut

MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN

MAY 2025

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

1 INTRODUCTION 3

1.1 Background 3

1.2 Purpose and Need 4

1.3 Scope 4

1.4 Authority 5

1.5 Plan Organization 5

1.6 What's Changed in the Plan 6

1.6.1 Updates and Revisions by Section 6

1.6.2 Summary of Key Updates 7

1.6.3 Documentation of Plan Progress 8

1.7 Glossary 9

2 PLANNING PROCESS 10

2.1 Overview of Hazard Mitigation Planning 10

2.2 Preparing the Plan 11

2.3 Hazard Mitigation Planning Committee 14

2.3.1 HMPC Meetings 16

2.3.2 Multi-Jurisdictional Participation and Special Considerations 17

2.4 Involving the Public 17

2.4.1 Public Meetings 18

2.4.2 Outreach Efforts 18

2.5 Involving Stakeholders 18

3 COMMUNITY PROFILE 19

3.1 Planning Area Overview 19

3.2 Geography and Climate 20

3.3 Transportation 24

3.4 Cultural, Historic and Natural Resources 25

3.4.1 Parks, Preserves, and Conservation....25
3.4.2 Water Bodies and Floodplains....25
3.5 Population....27
3.6 Economy....28
3.6.1 Wages and Employment....28
3.7 Housing....30
3.8 Social Vulnerability....31
3.9 Land Use....34
3.10 Growth and Development Trends....38

4 HAZARD IDENTIFICATION....39
4.1 Overview....39
4.2 Full Range of Hazards Considered....39
4.3 Past Occurrences and Disaster Declarations....40
4.4 Hazard Evaluation....41
4.5 Hazard Identification Results....43

5 HAZARD RISK & VULNERABILITY ASSESSMENT....44
5.1 Overview....44
5.2 Methodology....45
5.2.1 Priority Risk Index....49
5.3 Asset Inventory....50
5.3.1 Building Exposure....50
5.3.2 Critical Facilities and Infrastructure Exposure....51
5.4 Dam Failure....54
5.5 Drought....62
5.6 Earthquake....72
5.7 Expansive soils....81
5.8 Extreme temperatures....85
5.9 Flood....95
5.10 Land Subsidence/Sinkholes....121
5.11 Landslides....130
5.12 Severe Storm....139
5.13 Tornado....150
5.14 Wildfire....159
5.15 Winter/Ice Storm....171

5.16 Conclusions on Hazard Risk 177

6 CAPABILITY ASSESSMENT 180

6.1 Overview 180

6.2 Capability Assessment Findings 180

6.2.1 Planning and Regulatory Capability 181

6.2.2 Administrative and Technical Capability 184

6.2.3 Fiscal Capability 185

6.2.4 Education and Outreach Capability 186

6.2.5 Political Capability 186

6.2.6 Community Capability Matrix 187

6.3 Improving Local Capability 188

7 MITIGATION STRATEGY 189

7.1 Introduction 189

7.2 Goals and Objectives 189

7.2.1 Goal selection 190

7.3 Identification & Analysis of Mitigation Alternatives 190

7.3.1 Prioritization Process 191

7.4 Plan Update Requirement 192

7.5 Mitigation Action Plan 194

7.5.1 Overview 194

7.5.2 Mitigation Action Plan 194

8 PLAN IMPLEMENTATION & MAINTENANCE 198

8.1 Adoption 198

8.2 Implementation and Integration 198

8.3 Monitoring, Evaluation, and Maintenance 199

8.3.1 Role of HMPC in Implementation, Monitoring and Maintenance 199

8.3.2 Maintenance Schedule 200

8.4 Continued Public Involvement 201

APPENDICES

Appendix A	Plan Adoption	A.1
Appendix B	Local Mitigation Plan Review Tool	B.1
Appendix C	Planning Process Documentation	C.1
Appendix D	Mitigation Alternatives	D.1
Appendix E	References	E.1

TABLES

TABLE 1-1 7
TABLE 1-2 8
TABLE 2-1 11
TABLE 2-2 12
TABLE 2-3 15
TABLE 2-4 16
TABLE 2-5 16
TABLE 2-6 18
TABLE 2-7 18
TABLE 3-1 26
TABLE 3-2 27
TABLE 3-3 27
TABLE 3-4 27
TABLE 3-5 28
TABLE 3-6 29
TABLE 3-7 29
TABLE 3-8 30
TABLE 3-9 35
TABLE 3-10 37
TABLE 4-1 39
TABLE 4-2 40
TABLE 4-3 41
TABLE 4-4 41
TABLE 5-1 49
TABLE 5-2 **Error! Bookmark not defined.**
TABLE 5-3 50
TABLE 5-4 52
TABLE 5-5 55
TABLE 5-6 55
TABLE 5-7 57
TABLE 5-8 62
TABLE 5-9 67
TABLE 5-10 70
TABLE 5-11 74
TABLE 5-12 75
TABLE 5-13 76
TABLE 5-14 82
TABLE 5-15 85
TABLE 5-16 86
TABLE 5-17 89
TABLE 5-18 90
TABLE 5-19 CLAIMS PAID IN KNOX COUNTY FOR CROP LOSS AS A RESULT OF FROST/FREEZE (2007-2023) 94
TABLE 5-20 93
TABLE 5-21 98
TABLE 5-22 104
TABLE 5-23 104
TABLE 5-24 104
TABLE 5-25 118
TABLE 5-26 111
TABLE 5-27 111
TABLE 5-28 113

TABLE 5-29 117
TABLE 5-30 117
TABLE 5-31 117
TABLE 5-32 119
TABLE 5-33 132
TABLE 5-34 133
TABLE 5-35 134
TABLE 5-36 136
TABLE 5-37 136
TABLE 5-38 137
TABLE 5-39 137
TABLE 5-40 141
TABLE 5-41 141
TABLE 5-42 142
TABLE 5-43 143
TABLE 5-44 143
TABLE 5-45 153
TABLE 5-46 RECORDED TORNADOES IN KNOX COUNTY, 1950-2023 156
TABLE 5-47 160
TABLE 5-48 162
TABLE 5-49 164
TABLE 5-50 168
TABLE 5-51 169
TABLE 5-52 172
TABLE 5-53 177
TABLE 5-54 177
TABLE 5-55 178
TABLE 5-56 179
TABLE 6-1 184
TABLE 6-2 **Error! Bookmark not defined.**
TABLE 6-3 187
TABLE 7-1 193
TABLE 7-2 195

FIGURES

FIGURE 3-1 20
FIGURE 3-2 21
FIGURE 3-3 21
FIGURE 3-4 22
FIGURE 3-5 22
FIGURE 3-6 23
FIGURE 3-7 33
FIGURE 3-8 34
FIGURE 3-9 TOWN OF FARRAGUT FUTURE LAND USE MAP 40
FIGURE 5-1 47
FIGURE 5-2 53
FIGURE 5-3 56
FIGURE 5-4 59
FIGURE 5-5 63
FIGURE 5-6 64
FIGURE 5-7 65
FIGURE 5-8 66
FIGURE 5-9 69
FIGURE 5-10 73
FIGURE 5-11 73
FIGURE 5-12 74
FIGURE 5-13 75
FIGURE 5-14 78
FIGURE 5-15 81
FIGURE 5-16 82
FIGURE 5-17 86
FIGURE 5-18 88
FIGURE 5-19 89
FIGURE 5-20 – PROJECTED CHANGE IN EXTREME HEAT DAYS, 2050, COMPARED TO 1991-2020 95
FIGURE 5-21 97
FIGURE 5-22 99
FIGURE 5-23 100
FIGURE 5-24 101
FIGURE 5-25 102
FIGURE 5-26 103
FIGURE 5-27 114
FIGURE 5-28 115
FIGURE 5-29 116
FIGURE 5-30 121
FIGURE 5-31 123
FIGURE 5-32 124
FIGURE 5-33 125
FIGURE 5-34 126
FIGURE 5-35 131
FIGURE 5-36 132
FIGURE 5-37 133
FIGURE 5-38 134
FIGURE 5-39 147
FIGURE 5-40 150
FIGURE 5-41 151
FIGURE 5-42 152
FIGURE 5-43 153

FIGURE 5-44 155
FIGURE 5-45 160
FIGURE 5-46 161
FIGURE 5-47 161
FIGURE 5-48 163
FIGURE 5-49 172

EXECUTIVE SUMMARY

The purpose of this Hazard Mitigation Plan (HMP) is to reduce or eliminate risk to people and property from natural and technological or human-caused hazards. Every community faces different hazards and has different resources to draw upon in combating problems along with unique interests that influence the solutions to those problems. Because there are many ways to manage and mitigate the effects of hazards and many agencies that can help, every community must decide on the best approach for their unique situation. Planning is one of the best ways to develop a customized program for hazard mitigation.

A well-prepared HMP provides a framework for all interested parties to work together and reach consensus on identifying priority risks and selecting the preferred activities to mitigate those risks. The HMP planning process supports a comprehensive review of mitigation alternatives so that problems are addressed by the most appropriate and efficient solutions. It also enables communities to coordinate mitigation projects with other local goals and activities, preventing conflicts and reducing the costs of implementing each individual project.

Knox County and its incorporated communities, the City of Knoxville and Town of Farragut, followed the planning process prescribed by the Federal Emergency Management Agency (FEMA) and the 2017 Community Rating System (CRS) Coordinator's Manual. This plan was developed under the guidance of a Hazard Mitigation Planning Committee (HMPC) comprised of representatives of County, City, and Town departments, residents, and outside stakeholders. The HMPC conducted a risk assessment that identified and profiled hazards that pose a risk to the county and assessed each community's vulnerability to those hazards. The hazards addressed in this plan were chosen by the HMPC based on the previous plan, the 2018 Tennessee Hazard Mitigation Plan, and consideration of hazard frequency and potential severity of damage. The following hazards are identified and profiled in this plan:

- Dam/Levee Failure
- Drought
- Earthquake
- Expansive Soils
- Extreme Temperature
- Flooding
- Landslide
- Severe Storm
- Sinkhole
- Tornado
- Wildfire
- Winter Storm

The conclusions drawn from each individual hazard profile and vulnerability assessment were used to prioritize all potential hazards to Knox County using the Priority Risk Index (PRI). This method provides a standardized numeric value to each hazard for comparability. A higher PRI value indicates a hazard poses a higher risk to the community. The PRI is a weighted sum of values assigned across five categories: probability, impact, spatial extent, warning time, and duration. Each hazard is assigned a value between 1 and 4 for each category based on a defined set of criteria. Higher PRI scores reflect a higher priority rating. The table below summarizes the PRI results for the hazards addressed in this plan.

Summary of PRI Results

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Natural Hazards						
Dam/Levee Failure	Unlikely	Limited	Small	More than 24 hrs	Less than 1 week	1.7
Drought	Possible	Minor	Small	More than 24 hrs	More than 1 week	2.1
Earthquake	Possible	Minor	Moderate	Less than 6 hrs	Less than 6 hrs	2.0

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Expansive Soils	Unlikely	Minor	Small	More than 24 hrs	More than 1 week	1.5
Extreme Temperature	Highly Likely	Limited	Large	More than 24 hrs	Less than 1 week	3
Flood	Highly Likely	Limited	Large	6 to 12 hrs	Less than 1 week	3.2
Landslide	Likely	Limited	Moderate	Less than 6 hrs	Less than 6 hrs	2.7
Severe Storm	Highly Likely	Limited	Large	6 to 12 hrs	Less than 6 hrs	3
Sinkhole	Highly Likely	Limited	Small	Less than 6 hrs	Less than 6 hrs	2.4
Tornado	Likely	Limited	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Wildfire	Highly Likely	Minor	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Winter Storm	Highly Likely	Minor	Moderate	More than 24 hrs	Less than 1 week	2.5

This plan also examines each community's capabilities in place to mitigate the identified hazards. Opportunities to expand and improve capabilities were considered when developing the mitigation strategy. The HMPC set shared goals and objectives and reviewed a wide range of mitigation alternatives to develop a mitigation action plan with appropriate, feasible actions for each community to implement. The plan goals are as follows:

Goal 1: Minimize, prevent or reduce the vulnerability of the people, property, environment, and economy of Knox County, City of Knoxville, and Town of Farragut to the impacts of natural hazards.

Goal 2: Increase citizen awareness and preparedness by providing information describing all types of hazards, methods for preventing damage, and how to respond.

Goal 3: Strengthen protection of critical facilities and infrastructure from natural hazards to create a safer, more sustainable community.

To achieve these goals, this plan identifies 30 mitigation actions. As part of the identification and prioritization of mitigation projects, emphasis was placed on the use of program and policy alternatives to help make Knox County less vulnerable to hazards while improving the economic, social, and environmental health of the community. The concept of multi-objective planning was emphasized in the development of the mitigation strategy, particularly in identifying ways to link hazard mitigation policies and programs with complimentary community goals related to disaster recovery, housing, economic development, recreational opportunities, transportation improvements, environmental quality, land development, and public health and safety.

1 INTRODUCTION

Section 1 provides a general introduction to hazard mitigation, a review of the purpose, scope, and authority of the plan, and a summary of the plan organization and contents. It comprises the following subsections:

- 1.1 Background
- 1.2 Purpose and Need
- 1.3 Scope
- 1.4 Authority
- 1.5 Plan Organization
- 1.6 What's Changed in the Plan
- 1.7 Glossary

1.1 BACKGROUND

Each year in the United States, natural and human-caused hazards take the lives of dozens if not hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. Hazards are a part of our natural and built environment, and in many cases they will inevitably continue to occur. Many natural hazards are predictable, and much of the damage caused by these events can be reduced or even eliminated. There is much we can do to mitigate the impacts of hazards on our communities and prevent them from resulting in disasters.

As defined by FEMA, "hazard mitigation" means any sustained action taken to reduce or eliminate the long-term risk to life and property from a hazard event. Hazard mitigation planning is the process through which a community identifies its hazards, determines likely impacts, sets mitigation goals, and selects, prioritizes, and implements appropriate mitigation strategies. Every community faces different hazards, has different resources available to combat problems, and has different interests that influence the solutions to those problems. There is no one solution for managing or mitigating the effects of hazards. Planning is one of the best ways to develop a customized program that fits the unique needs and capabilities of a community.

A key component of local mitigation planning is to develop, adopt, and update a local hazard mitigation plan, which establishes the broad community vision and guiding principles for reducing hazard risk, and further proposes specific mitigation actions to eliminate or reduce identified vulnerabilities. A comprehensive mitigation strategy addresses both current and future hazard vulnerabilities, to account for how development and growth patterns may increase or decrease local vulnerability.

Hazard mitigation includes both structural measures (such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards) and non-structural measures (such as the adoption of land use policies and the creation of public awareness programs). It is widely accepted that the most effective mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made.

Knox County and the jurisdictions of Farragut and Knoxville previously developed the 2018 Knox County Hazard Mitigation Plan. This update draws from the previous plan to reevaluate local hazard risks and vulnerabilities, review capabilities, and evaluate mitigation alternatives. Additionally, this update documents the efforts of each jurisdiction to implement identified actions and integrate hazard mitigation principles and practices into routine government activities and functions. The plan remains a living document, with implementation and evaluation procedures established to help achieve meaningful objectives and successful outcomes over time.

1.2 PURPOSE AND NEED

The purpose of the Knox County Multi-Jurisdictional Hazard Mitigation Plan is to identify, assess, and mitigate hazard risk to better protect the people and property within the County from the effects of natural and human-caused hazards. This plan documents progress on existing hazard mitigation planning efforts, updates the previous plan to reflect current conditions in the planning area including relevant hazards and vulnerabilities, increases public education and awareness about the plan and planning process, maintains grant eligibility for participating jurisdictions, maintains compliance with state and federal requirements for local hazard mitigation plans, and identifies and outlines strategies the participating jurisdictions will use to decrease vulnerability and increase resiliency.

A well-prepared hazard mitigation plan will allow for all possible activities to be reviewed and implemented so that the problem is addressed by the most appropriate and efficient solutions. It can also ensure that activities are coordinated with each other and with other goals and activities, preventing conflicts and reducing the costs of implementing each individual activity. This plan provides a framework for all interested parties to work together toward mitigation. It establishes the vision and guiding principles for reducing hazard risk and proposes specific mitigation actions to reduce identified vulnerabilities.

1.3 SCOPE

This plan is an update to the 2018 Knox County Hazard Mitigation Plan, which included participation from the county and its two jurisdictions involved in this plan update. The previous plan was approved by FEMA in June 2018. Knox County has remained committed to mitigation and the planning process, including ongoing implementation efforts and regular review of the changing exposure, vulnerability, and risk in the planning area to maintain the plan.

The planning area of this Multi-Jurisdictional Hazard Mitigation Plan update includes Knox County and its incorporated jurisdictions of the City of Knoxville and Town of Farragut. All participating jurisdictions will adopt this plan in accordance with standard local procedures. Copies of adoption resolutions will be provided in Appendix A.

Knox County and its participating jurisdictions, following the planning process prescribed by FEMA and under the guidance of a Hazard Mitigation Planning Committee (HMPC), conducted a risk assessment that identified hazards that pose a risk to the planning area, profiled each hazard, and assessed the planning area's vulnerability to these hazards. The hazards identified and profiled in this plan are as follows:

- Dam/Levee Failure
- Drought
- Earthquake
- Extreme Cold & Extreme Heat
- Flooding
- Landslide
- Severe Storm
- Sinkhole
- Tornado
- Wildfire
- Winter Storm

1.4 AUTHORITY

In an effort to reduce the nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) to invoke new and revitalized approaches to mitigation planning. Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate on mitigation planning activities and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities (BRIC) program, which replaced the Pre-Disaster Mitigation (PDM) program, and the Flood Mitigation Assistance (FMA) Program, all of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally approved hazard mitigation plan thereby become pre-positioned and more apt to receive available mitigation funds before and after the next disaster strikes.

This plan was prepared in coordination with FEMA Region IV and the Tennessee Emergency Management Agency (TEMA) to ensure that it meets all applicable federal and state planning requirements. This plan has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S.C. 5165, enacted under Section 104 of DMA 2000, Public Law 106-390 of October 30, 2000, as implemented at CFR 201.6 and 201.7 dated October 2007. A Local Mitigation Plan Review Tool, found in Appendix B, provides a summary of FEMA and SCEMD's current minimum standards of acceptability and notes the location within this plan where each planning requirement is met. This plan will be monitored, maintained, and updated in compliance with the above legislation.

This plan was developed in a joint and cooperative manner by members of a planning committee which included representatives of city and town departments, federal and state agencies, citizens, and other stakeholders. This plan will ensure that Knox County and its incorporated jurisdictions remain eligible for federal disaster assistance including FEMA's HMGP, BRIC, and FMA programs.

1.5 PLAN ORGANIZATION

The Knox County Multi-Jurisdictional Hazard Mitigation Plan is organized into the following sections:

- Section 1: Introduction
- Section 2: Planning Process
- Section 3: Community Profile
- Section 4: Hazard Identification
- Section 5: Hazard Risk & Vulnerability Assessment
- Section 6: Capability Assessment
- Section 7: Mitigation Strategy
- Section 8: Plan Implementation & Maintenance
- Annexes
- Appendix A: Plan Adoption
- Appendix B: Local Mitigation Plan Review Tool
- Appendix C: Planning Process Documentation
- Appendix D: Mitigation Alternatives
- Appendix E: References

1.6 WHAT'S CHANGED IN THE PLAN

1.6.1 UPDATES AND REVISIONS BY SECTION

For this update, the plan format was revised to reflect the updated planning process. All plan content was reviewed and updated; information from the 2018 plan was incorporated into new plan sections where still relevant and appropriate. The following changes were made in reformatting the plan:

- The introduction was streamlined, and community profile information was separated into a new section.
- A new section was added to describe the planning process.
- The hazard identification was separated into a new section.
- Risk and vulnerability assessment information was consolidated into one section and presented within each hazard profile.
- A new section was added to describe plan implementation and maintenance procedures.

A summary of each plan section is provided below.

Section 1: Introduction provides background information on the plan and why it was developed.

Section 2: Planning Process provides a review of the 10-step process used to prepare this plan. This section identifies participants on the Hazard Mitigation Planning Committee (HMPC), describes how the public and other stakeholders were involved, summarizes the meetings held, and discusses the multi-jurisdictional planning approach.

Section 3: Community Profile provides a general overview of Knox County, including relevant geographic, demographic, environmental, and economic characteristics. Development and land use patterns are also discussed. This baseline information provides a snapshot of the planning area and helps local officials recognize those social, environmental, and economic factors that play a role in determining vulnerability to hazards.

The Risk Assessment is presented in two sections: Section 4: Hazard Identification and Section 5: Hazard Risk & Vulnerability Assessment. Together, these sections identify and assess the hazards that pose a threat to the planning area; rank and prioritize these hazards based on their frequency of occurrence, spatial extent, and potential impact of each hazard; and evaluate the vulnerability of the planning area to each hazard.

Section 6: Capability Assessment reviews Knox County's capacity to implement mitigation strategies and identifies opportunities to increase and enhance that capacity. Specific capabilities addressed in this section include planning and regulatory capability, administrative and technical capability, fiscal capability, outreach capability, and political capability. Information on capabilities was updated based on conversations with staff from each participating community.

Section 7: Mitigation Strategy presents the goals and objectives for hazard mitigation in Knox County, the action evaluation and prioritization process for considering mitigation alternatives, and the ultimate list of specific mitigation actions recommended for implementation by each participating jurisdiction. Updates to this section of the plan in particular reflect the changes in the communities' priorities for mitigation.

Section 8: Plan Implementation & Maintenance details the measures that the participating jurisdictions will take to ensure the plan's implementation as well as the procedures by which the plan will be regularly evaluated and updated to remain a current and useful planning document.

1.6.2 SUMMARY OF KEY UPDATES

This hazard mitigation plan update involved a comprehensive review and update of all information in the existing plan and an assessment of the success of the County and participating municipalities in evaluating, monitoring, and implementing the mitigation strategy. Only the information and data still valid from the existing plan was carried forward as applicable into this update. The following requirements were addressed during the development of this plan update:

- Consider changes in vulnerability due to action implementation;
- Document success stories where mitigation efforts have proven effective;
- Document areas where mitigation actions were not effective;
- Document any new hazards that may arise or were previously overlooked;
- Incorporate new data or studies on hazards and risks;
- Incorporate new capabilities or changes in capabilities;
- Incorporate growth and development-related changes to inventories; and
- Incorporate new action recommendations or changes in action prioritization.

Table 1-1 provides a comparison of the hazards addressed in the 2018 Tennessee Hazard Mitigation Plan and the 2018 Knox County plan and provides the final decision made by the HMPC as to which hazards were included in this updated 2024 Knox County Multi-Jurisdictional Hazard Mitigation Plan.

Table 1-1 Hazard Identification Summary

Hazard	Included in 2023 Tennessee?	Included in 2018 Knox County HMP?	Included in 2024 Plan Update?
Dam/Levee Failure	Yes	Yes	Yes
Droughts	Yes	Yes	Yes
Earthquakes	Yes	Yes	Yes
Expansive Soils	No	Yes	Yes
Extreme Temperatures	Yes	Yes	Yes
Floods	Yes	Yes	Yes
Land Subsidence/Sinkholes	Yes	Yes	Yes
Landslide	Yes	Yes	Yes
Severe Storms	Yes	Yes	Yes
Tornadoes	Yes	Yes	Yes
Wildfires	Yes	Yes	Yes
Winter Storms	Yes	Yes	Yes
Communicable Diseases	Yes	No	No
Hazardous Materials Release	Yes	No	No
Infrastructure Incidences	Yes	No	No
Terrorism	Yes	No	No

In addition to specific changes in hazard analyses in Section 5, the following items were also addressed in this plan update:

- Geographic Information System (GIS) mapping and analysis was used, to the extent data allowed, to analyze hazard risk and vulnerability.
- A discussion on climate change and its projected effect on specific hazards was included in each hazard profile in the risk assessment.

- The discussion on growth and development trends was updated based on data from the Tennessee State Data Center.

1.6.3 DOCUMENTATION OF PLAN PROGRESS

Progress toward implementation of the mitigation strategy developed in the previous plan is also documented in this plan update. Table 1-2 details the status of mitigation actions from the previous plan. Section 7.4 Plan Update Requirement details all completed and deleted actions from the 2018 plan. Details on the actions being carried forward are provided in Section 7.5 Mitigation Action Plan.

Table 1-2 Status of Previous Mitigation Actions

Jurisdiction	Completed	Deleted	Carried Forward
Knox County	9	3	27
City of Knoxville	10	3	26
Town of Farragut	9	3	26

1.7 GLOSSARY

- BRIC – Building Resilient Infrastructure & Communities
- CDC – Centers for Disease Control and Prevention
- CRS – Community Rating System
- DMA – Disaster Mitigation Act
- EPA – United States Environmental Protection Agency
- FEMA – Federal Emergency Management Agency
- FIRM – Flood Insurance Rate Map
- FMA – Flood Mitigation Assistance
- FSCSC – Fire Safe South Carolina
- GIS – Geographic Information Systems
- HMA – Hazard Mitigation Assistance
- HMGP – Hazard Mitigation Grant Program
- HMPC – Hazard Mitigation Planning Committee
- NCEI – National Centers for Environmental Information
- NDMC = National Drought Mitigation Center
- NFIP – National Flood Insurance Program
- NFPA – National Fire Protection Administration
- NHC – National Hurricane Center
- NID – National Inventory of Dams
- NOAA – National Oceanic and Atmospheric Administration
- NWS – National Weather Service
- SCEMD – South Carolina Emergency Management Department
- SCFD – South Carolina Fire Department
- SFHA – Special Flood Hazard Area
- SouthWRAP – Southern Group of State Foresters, Wildfire Risk Assessment Portal
- USACE – United States Army Corps of Engineers
- USDM – United States Drought Monitor
- USDOT – United States Department of Transportation
- USFA – US Fire Association
- USGS – United States Geological Survey
- USNRC – United States Nuclear Regulatory Commission
- WHO – World Health Organization

2 PLANNING PROCESS

44 CFR §201.6(b): An open public involvement process is essential to the development of an effective plan. To develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:
1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and nonprofit interests to be involved in the planning process; and
3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.
44 CFR §201.6(c)(1): The plan shall include the following:
1) Documentation of the planning process used to develop the plan, including how it was prepared, who

Section 2 provides a review of the process followed for the development of the Knox County Multi-Jurisdictional Hazard Mitigation Plan including a summary of the opportunities for public and stakeholder involvement and incorporation of existing plans and information. This section contains the following subsections:

- 2.1 Overview of Hazard Mitigation Planning
- 2.2 Preparing the Plan
- 2.3 Hazard Mitigation Planning Committee
- 2.4 Involving the Public
- 2.5 Involving Stakeholders

2.1 OVERVIEW OF HAZARD MITIGATION PLANNING

Local hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks, and determining how to best minimize or manage those risks. This process culminates in a hazard mitigation plan that identifies specific mitigation actions, each designed to achieve both short-term planning objectives and a long-term community vision.

To ensure the functionality of a hazard mitigation plan, responsibility is assigned for each proposed mitigation action to a specific individual, department, or agency along with a schedule for implementation. Plan maintenance procedures are established for the routine monitoring of implementation progress, as well as the evaluation and enhancement of the mitigation plan itself. These plan maintenance procedures ensure that the plan remains a current, dynamic, and effective planning document over time that becomes integrated into the routine local decision-making process.

Communities that participate in hazard mitigation planning have the potential to accomplish many benefits, including:

- Saving lives and property
- Saving money
- Speeding recovery following disasters
- Reducing future vulnerability through wise development and post-disaster recovery and reconstruction
- Expediting the receipt of pre-disaster and post-disaster grant funding
- Demonstrating a firm commitment to improving community health and safety

Mitigation planning can produce long-term benefits by breaking the repetitive cycle of disaster loss. The goal of hazard mitigation is that the investments made before a hazard event will significantly reduce the

demand for post-disaster assistance by lessening the need for emergency response, repair, recovery, and reconstruction. Furthermore, mitigation practices will enable local residents, businesses, and industries to re-establish themselves in the wake of a disaster, getting the community and the local economy back on track with less interruption.

Mitigation planning can also achieve multiple objectives in the community beyond risk reduction. For example, the acquisition of land in known hazard areas can preserve open space, maintain environmental health, and enhance recreational opportunities. Thus, it is essential that any local mitigation planning process be integrated with other concurrent local planning efforts and that the identification of mitigation strategies consider other community goals or initiatives that will complement or hinder implementation.

2.2 PREPARING THE PLAN

The planning process for preparing the Knox County Multi-Jurisdictional Hazard Mitigation Plan was based on DMA planning requirements and FEMA's associated guidance. This guidance is structured around a four-phase process:

1. Planning Process;
2. Risk Assessment;
3. Mitigation Strategy; and
4. Plan Maintenance.

Into this process, the County's planning consultant integrated a more detailed 10-step planning process used for FEMA's Community Rating System (CRS) program. Thus, the modified 10-step process used for this plan meets the requirements of six major programs: FEMA's Hazard Mitigation Grant Program (HMGP); Building Resilient Infrastructure and Communities (BRIC) Program; CRS Program; Flood Mitigation Assistance (FMA) Program; Severe Repetitive Loss Program; and new flood control projects authorized by the U.S. Army Corps of Engineers.

Table 2-1 shows how the 10-step CRS planning process aligns with the four phases of hazard mitigation planning pursuant to the Disaster Mitigation Act of 2000.

Table 2-1 Mitigation Planning and CRS 10-Step Process Reference Table

DMA Process	CRS Process
Phase I – Planning Process	
§201.6(c)(1)	Step 1. Organize to Prepare the Plan
§201.6(b)(1)	Step 2. Involve the Public
§201.6(b)(2) & (3)	Step 3. Coordinate
Phase II – Risk Assessment	
§201.6(c)(2)(i)	Step 4. Assess the Hazard
§201.6(c)(2)(ii) & (iii)	Step 5. Assess the Problem
Phase III – Mitigation Strategy	
§201.6(c)(3)(i)	Step 6. Set Goals
§201.6(c)(3)(ii)	Step 7. Review Possible Activities
§201.6(c)(3)(iii)	Step 8. Draft an Action Plan
Phase IV – Plan Maintenance	
§201.6(c)(5)	Step 9. Adopt the Plan
§201.6(c)(4)	Step 10. Implement, Evaluate and Revise the Plan

The process followed for the preparation of this plan, as outlined in Table 2-1 above, is as follows:

2.2.1. Phase I – Planning Process

PLANNING STEP 1: ORGANIZE TO PREPARE THE PLAN

With Knox County's commitment to participate in the DMA planning process, community officials worked to organize resources for development of the plan. An initial meeting was held with key community representatives to discuss the plan development process and multi-jurisdictional participation needs. The Knox County Deputy Floodplain Manager led the County's effort to reorganize and coordinate for the plan update. Consultants from WSP assisted the County through the planning process and preparation of the plan document.

PLANNING STEP 2: INVOLVE THE PUBLIC

Public involvement in the development of the plan was sought through open public meetings and workshops, a plan website, a survey, and other various methods, as detailed in Section 2.4.

PLANNING STEP 3: COORDINATE

The HMPC formed for development of the 2018 plan was reconvened for this plan update, with new members identified as needed to fill vacated positions and an expansion of the committee to incorporated additional stakeholder participants. More details on the HMPC are provided in Section 2.3. Stakeholder coordination was incorporated into the formation of the HMPC as well as through additional outreach methods, detailed in Section 2.5.

Coordination with Other Community Planning Efforts and Hazard Mitigation Activities

In addition to stakeholder involvement, coordination with other community planning efforts was also seen as integral to the planning process. Mitigation planning involves identifying existing policies, tools, and actions that will reduce a community's risk and vulnerability to hazards. Knox County and its participating jurisdictions use a variety of planning mechanisms, such as land use plans, subdivision regulations, building codes, and ordinances to guide growth and development. Outside entities have also developed plans that can inform or affect mitigation planning in the county. Integrating existing planning efforts, mitigation policies, and action strategies into this plan establishes a credible and comprehensive plan that ties into and supports other community programs. As detailed in Table 2.2, the development of this plan incorporated information from existing plans, studies, reports, and initiatives as well as other relevant data from neighboring communities and other jurisdictions.

These and other documents were reviewed and considered, as appropriate, during the collection of data to support the planning process and plan development, including the hazard identification, vulnerability assessment, capability assessment, and mitigation strategy development.

Table 2-2 Summary of Existing Planning Mechanisms Reviewed

Resource Referenced	Use in this Plan
Comprehensive Plans for Knox County, City of Knoxville & Town of Farragut	These comprehensive plans were referenced to understand development trends for the community profiles in Section 3 and the jurisdictional annexes and for the hazard profiles in Section 5. The comprehensive plans were also referenced to develop in the capability assessment in Section 6.
Knoxville-Knox County Emergency Operations Plan	The EOP was referenced for the development of the Capability Assessment in Section 6.
Knox County Hazard Mitigation Plan, 2018	The previous hazard mitigation plan was referenced throughout this entire plan update, including in identifying and evaluating hazards in Section 4 and Section 5, reporting on implementation of existing actions in Section 2 and 7, developing the mitigation action plans in Section 7, and developing the capability assessment in Section 6.

Resource Referenced	Use in this Plan
Tennessee Hazard Mitigation Plan, 2023	The State Hazard Mitigation Plan was referenced for the hazard identification in Section 4 and in the development of hazard profiles in Section 5.
Knox County and Incorporated Areas Flood Insurance Study (FIS)	The FIS report, revised 08/05/2013, was referenced in the preparation of flood hazard profile in Section 5.
Local Stormwater Management, Flood Damage Prevention, Building Code, and Zoning Ordinances	Local ordinances were discussed with each community during data collection and referenced in the capability assessment in Section 6 and where applicable for updates in mitigation action plans in Section 7.
Watershed Restoration Plan for Roseberry Creek, Flat Creek & Stock Creek	This plan produced by Knox County Stormwater Management Department was reviewed to develop hazard risk and vulnerability assessment in Section 5 and the mitigation strategy in Section 7.
Knox County Hillside and Ridgetop Protection Plan & Knoxville Hillside Protection Overlay	This plan and ordinance from the Knoxville-Knox County Planning Commission was reviewed in relation to landslide risk in Section 5.

2.2.2. Phase II – Risk Assessment

PLANNING STEPS 4 AND 5: IDENTIFY/ASSESS THE HAZARD AND ASSESS THE PROBLEM

The HMPC completed a comprehensive effort to identify, document, and profile all hazards that have, or could have, an impact on the planning area. Geographic information systems (GIS) were used to display, analyze, and quantify hazards and vulnerabilities. A draft of the risk and vulnerability assessment was made available on the plan website for the HMPC, stakeholders, and the public to review and comment. A more detailed description of the risk assessment process and the results are provided in Section 4 Hazard Identification and Section 5 Hazard Risk & Vulnerability Assessment.

The HMPC also conducted a capability assessment to review and document the planning area's current capabilities to mitigate risk from and vulnerability to hazards. Meetings were held with representatives from each participating jurisdiction to review existing capabilities, check in on progress toward implementation of existing mitigation actions, and discuss capability updates. These meetings are documented in Appendix C. By collecting information about existing government programs, policies, regulations, ordinances, and emergency plans, the HMPC could assess those activities and measures already in place that contribute to mitigating some of the risks and vulnerabilities identified. This information can be found in Section 6 Capability Assessment.

2.2.3. Phase III – Mitigation Strategy

PLANNING STEPS 6 AND 7: SET GOALS AND REVIEW POSSIBLE ACTIVITIES

WSP facilitated brainstorming and discussion sessions with the HMPC that described the purpose and process of setting broad planning goals, a comprehensive range of mitigation alternatives, and a method of selecting and defending recommended mitigation actions using a series of prioritization criteria. This information is included in Section 7 Mitigation Strategy.

PLANNING STEP 8: DRAFT AN ACTION PLAN

A complete first draft of the plan was prepared based on input from the HMPC regarding the draft risk assessment and the goals and activities identified in Planning Steps 6 and 7. This draft was shared for HMPC, stakeholder, and public review and comment via the plan website. Comments were received from the HMPC and were integrated into the final draft, which was submitted to the Tennessee Emergency

Management Agency (TEMA) and FEMA Region IV to review and approve, contingent upon final adoption by all participating jurisdictions.

2.2.4. Phase IV – Plan Maintenance

PLANNING STEP 9: ADOPT THE PLAN

To secure buy-in and officially implement the plan, the plan will be reviewed and adopted by all participating jurisdictions. Adoption is discussed in Section 8, and resolutions will be provided in Appendix A.

PLANNING STEP 10: IMPLEMENT, EVALUATE AND REVISE THE PLAN

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning. Each jurisdiction participating in this plan is responsible for plan implementation within their jurisdiction. Elected officials, officials appointed to head County, City, and Town departments, and community staff are charged with leading implementation of various activities in the plan. Each participating jurisdiction will need to decide which action(s) to undertake first based on the priority assigned to the actions in the planning process and the availability of funding and administrative support. Regular monitoring and maintenance, led by Knox County Emergency Management and conducted by the HMPC, will ensure continued progress toward implementation.

Section 8 Plan Implementation & Maintenance provides the overall strategy for plan implementation and maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan. Section 8 also discusses incorporating the plan into existing planning mechanisms and how to address continued public involvement.

2.3 HAZARD MITIGATION PLANNING COMMITTEE

As with the previous plan, this Hazard Mitigation Plan was developed under the guidance of a Hazard Mitigation Planning Committee (HMPC). The HMPC represents a community-based planning team made up of representatives from various municipal departments from all of the participating jurisdictions as well as other key stakeholders identified to serve as critical partners in the planning process. To reconvene the committee, an email was sent to contacts from the previous planning effort. Where there were vacancies on the committee, new members were invited to participate. Additional stakeholder representatives were also invited to participate on the committee to promote a wider range of expertise and points of view throughout the planning process.

For the Knox County HMPC, “participation” meant the following:

- Providing facilities for meetings;
- Attending and participating in the HMPC meetings;
- Collecting and providing requested data (as available);
- Providing information on local capabilities;
- Providing an update on previously adopted mitigation actions;
- Managing administrative details;
- Making decisions on plan process and content;
- Identifying mitigation actions for the plan;
- Reviewing and providing comments on plan drafts;
- Informing the public, local officials, and other interested parties about the planning process and providing opportunity for them to comment on the plan;
- Coordinating and participating in the public input process; and
- Coordinating the formal adoption of the plan by local governing bodies.

During the planning process, the HMPC members communicated through video conference meetings, email, and telephone conversations. This continued communication ensured that coordination was ongoing throughout the entire planning process despite the fact that not all HMPC members could be present at every committee meeting. Additionally, draft documents were distributed via a plan update website so that the HMPC members could easily access and review them and provide comments.

Members of the HMPC are listed in Table 2-3 by jurisdiction and agency. Stakeholder representatives, who provided input to support all jurisdictions in the planning process, included critical facilities, non-profits and churches active in disasters, businesses, and other public organizations.

Table 2-3 HMPC Members

Jurisdiction	Representative	Role, Agency
Knox County	Eddy Roberts	Drainage Engineer, Stormwater Management
Knox County	Colin Ickes	Director, EMA
Knox County	Suzanne Rimmer	Deputy Director, EMA
Knox County	Greg Taylor	Building Official, Codes Administration & Enforcement
Knox County	Drew Thurman	Solid Waste Director, Solid Waste Department
Knox County	Taylor Flamont	GIS Analyst, Engineering & Public Works
Knox County	Coby Webster	Environmental Program Manager, Air Quality Management
Knox County	Randy Smith	Director, Risk Management
Knox County	Aaron Fritts	Operations Engineering Manager
Knox County	Lt. Tom Walker	Detective, Sheriff's Office
Knox County	Rylie McClurg	Communications & Outreach Director, Mayor's Office
Knox County	Jason Periard	Chief of Security, Knox County Schools Security Division
City of Knoxville	David McGinley	Stormwater Chief, Stormwater Engineering
City of Knoxville	Brian Blackmon	Director, Office of Sustainability
City of Knoxville	David Hagerman	Stormwater Engineer, Stormwater Engineering
City of Knoxville	Lisa Hatfield	City Attorney
City of Knoxville	Joshua Frerichs	Plans Examiner Manager, Stormwater Engineering
City of Knoxville	Kevin DuBose	Director, Housing & Neighborhood Development
City of Knoxville	Chad Weth	Director, Public Service Director
City of Knoxville	Randall Whitehead	Engineer, Stormwater Engineering
City of Knoxville	Rob Taylor	Engineer, GIS
Town of Farragut	Bart Hose	Assistant Community Development Director, Planning & Zoning
Town of Farragut	Holly Marlowe	Code Enforcement Officer, Property Maintenance
N/A	Sean Kitts	GIS Analyst, KGIS
N/A	Keith Stump	Executive Director, KGIS
N/A	David Hixenbaugh	Safety Coordinator, Knoxville Utilities Board
N/A	Patrice Collins	Economic Development Assistant, Knoxville Chamber
N/A	Doug Lawyer	Vice President of Economic Development, Knoxville Chamber
N/A	Amy Brooks	Executive Director, Knoxville-Knox County Planning
N/A	Kristin Rice	ARC Disaster Program Manager, Red Cross
N/A	Jerry Harnish	Chief, Rural Metro Fire
N/A	Jeff Devlin	Asst. Chief, Rural Metro Fire
N/A	Erick Knoefel	Firefighter, Rural Metro Fire
N/A	Scott Roberts	Firefighter, Rural Metro Fire
N/A	Brian Woods	Firefighter, Rural Metro Fire
N/A	Rev. Sam Brown	Knoxville Branch President, NAACP

2.3.1 HMPC MEETINGS

The formal HMPC meetings followed the 10 CRS Planning Steps. These meetings were essential for facilitating discussion, gaining consensus, and initiating data collection efforts with local government staff, community officials, and other identified stakeholders. More importantly, the meetings and workshops prompted continuous input and feedback from relevant participants throughout the drafting stages of the plan. The meeting dates, locations, and topics discussed are summarized in Table 2-4. More details on each meeting, including agendas, minutes, and sign-in sheets for the HMPC meetings are included in Appendix C. All HMPC meetings were open to the public; however, separate public meetings were also held and are summarized in Table 2-5.

In many cases, routine discussions and additional meetings were held by local staff to accomplish planning tasks specific to their department or agency. These meetings were informal and are not documented here.

Table 2-4 Summary of HMPC Meetings

Meeting Title	Meeting Topic	Meeting Date	Meeting Location
Kickoff	1) Introduction to DMA and CRS requirements and the planning process 2) Trends in disasters and justification for planning 3) Review of HMPC responsibilities and the project schedule	September 14, 2023	City County Building – Room 461
Public Meeting	1) Introduction to DMA and CRS requirements and the planning process 2) Trends in disasters and justification for planning 3) Review of HMPC responsibilities and the project schedule	November 15, 2023	Virtual Webinar
Risk Assessment and Mitigation Strategy	1) Project Overview and Planning Requirements 2) Hazard Identification and Risk Assessment (HIRA) and New Mitigation Action Items 3) Next Steps	September 10, 2024	Virtual Webinar

In addition to the formal HMPC meetings, the HMPC representatives for each participating community convened additional staff and stakeholders for community-specific data and input collection meetings. These meetings covered topics related to risk and vulnerability, capability, and mitigation action reporting. Table 2.5 summarizes the meeting dates for each community. Minutes from these meetings are provided in Appendix C.

Table 2-5 Community Data Collection Meetings

Community	Meeting Date
Knox County	September 14, 2023
City of Knoxville	September 14, 2023
Town of Farragut	September 14, 2023

2.3.2 MULTI-JURISDICTIONAL PARTICIPATION AND SPECIAL CONSIDERATIONS

This plan update includes all of Knox County's incorporated municipalities. The DMA planning regulations and guidance stress that to satisfy multi-jurisdictional participation requirements, each local government seeking FEMA approval of their mitigation plan must participate in the planning effort in the following ways:

- Participate in the process as part of the HMPC;
- Detail where within the planning area the risk differs from that facing the entire area;
- Identify potential mitigation actions; and
- Formally adopt the plan.

To satisfy multi-jurisdictional participation requirements, each participating jurisdiction was required to perform the following tasks:

- Designate representatives for the HMPC to participate in mitigation planning meetings;
- Report on the status of existing mitigation projects; and
- Update their local mitigation action plan.

Stakeholder groups and outside agencies were also involved in the planning effort and participated on the HMPC. In developing the mitigation action plan, these stakeholders were encouraged to support targeted mitigation efforts within their expertise that benefit several or all jurisdictions.

As a basis for each jurisdiction identifying their own mitigation strategies, jurisdiction-specific information was developed on current conditions, assets and exposure, risk and vulnerability, and capability. Current conditions information is provided in Section 3 Community Profile, which has a countywide summary of geographic and demographic data. More specific data is presented in each jurisdictional annex. Asset and exposure data is detailed by jurisdiction in Section 5.3, with more details provided in the annexes. The risk assessment also provides jurisdictional specific vulnerability data, and at the end of each hazard profile, a hazard summary table provides a discussion of jurisdictional differences and a Priority Risk Index (PRI) rating by jurisdiction to note any variations in risk across the planning area. The annexes also summarize jurisdictional specifics of risk and vulnerability for all natural hazards. Jurisdictional-level capability information is summarized in Section 6 and in the annexes.

2.4 INVOLVING THE PUBLIC

An important component of any mitigation planning process is public participation. Individual citizen and community-based input provides the entire planning team with a greater understanding of local concerns and increases the likelihood of successfully implementing mitigation actions by developing community "buy-in" from those directly affected by the decisions of public officials. As residents become more involved in decisions that affect their safety, they are more likely to gain a greater appreciation of the hazards present in their community and take the steps necessary to reduce their impact. Public awareness is a key component of any community's overall mitigation strategy aimed at making a home, neighborhood, school, business, or entire planning area safer from the potential effects of hazards.

Public involvement in the development of the plan was sought using various methods including open public meetings, an interactive plan website, a public participation survey, and by making copies of draft plan documents available for public review online. Additionally, HMPC meetings were open to the public.

2.4.1 PUBLIC MEETINGS

All public meetings were advertised on the plan website and on the County's website and social media. Copies of meeting announcements are provided in Appendix C. The public meetings held during the planning process are summarized in Table 2-5.

Table 2-6 Summary of Public Meetings

Meeting Title	Meeting Topic	Meeting Date	Meeting Location
Public Meeting	1) Introduction to DMA and CRS requirements and the planning process 2) Trends in disasters and justification for planning 3) Review of HMPC responsibilities and the project schedule	November 15, 2023	Virtual Webinar

2.4.2 OUTREACH EFFORTS

The HMPC employed a variety of public outreach methods including established public information mechanisms and resources within the community. Table 2.7 details public outreach efforts employed during the preparation of this plan.

Table 2-7 Public Outreach Efforts

Effort
Public survey to rank mitigation actions
Draft Plan available for public review and comment

A public survey was made available in (12/09/2024) and remained open for response through (12/20/2024). The public survey requested public input into the hazard mitigation plan update planning process, including the prioritization of hazards and the identification of goals and mitigation activities to lessen the risk and impact of future hazard events. The survey questions are shown in Appendix C along with response data for each question. The survey was available on the plan website and publicized through local government and stakeholder websites and social media. In total, twenty-four survey responses were received.

2.5 INVOLVING STAKEHOLDERS

In addition to representatives of each participating jurisdiction, the HMPC included a variety of stakeholders. Stakeholders on the HMPC included representatives from the Red Cross, Knoxville Utilities Board (KUB), Knoxville-Knox County Planning Commission, Rural Fire, and the Knoxville Chamber of Commerce. Input from additional stakeholders, including neighboring communities, state agencies, other educational institutions, non-profits, and the business community, was solicited through an invitation to provide data and input, review the draft hazard identification and risk assessment and the draft plan, attend planning meetings, and otherwise participate in the planning process. A list of stakeholders invited to participate in the planning process is provided in Appendix C.

3 COMMUNITY PROFILE

Section 3 provides an overview of the current conditions in Knox County.

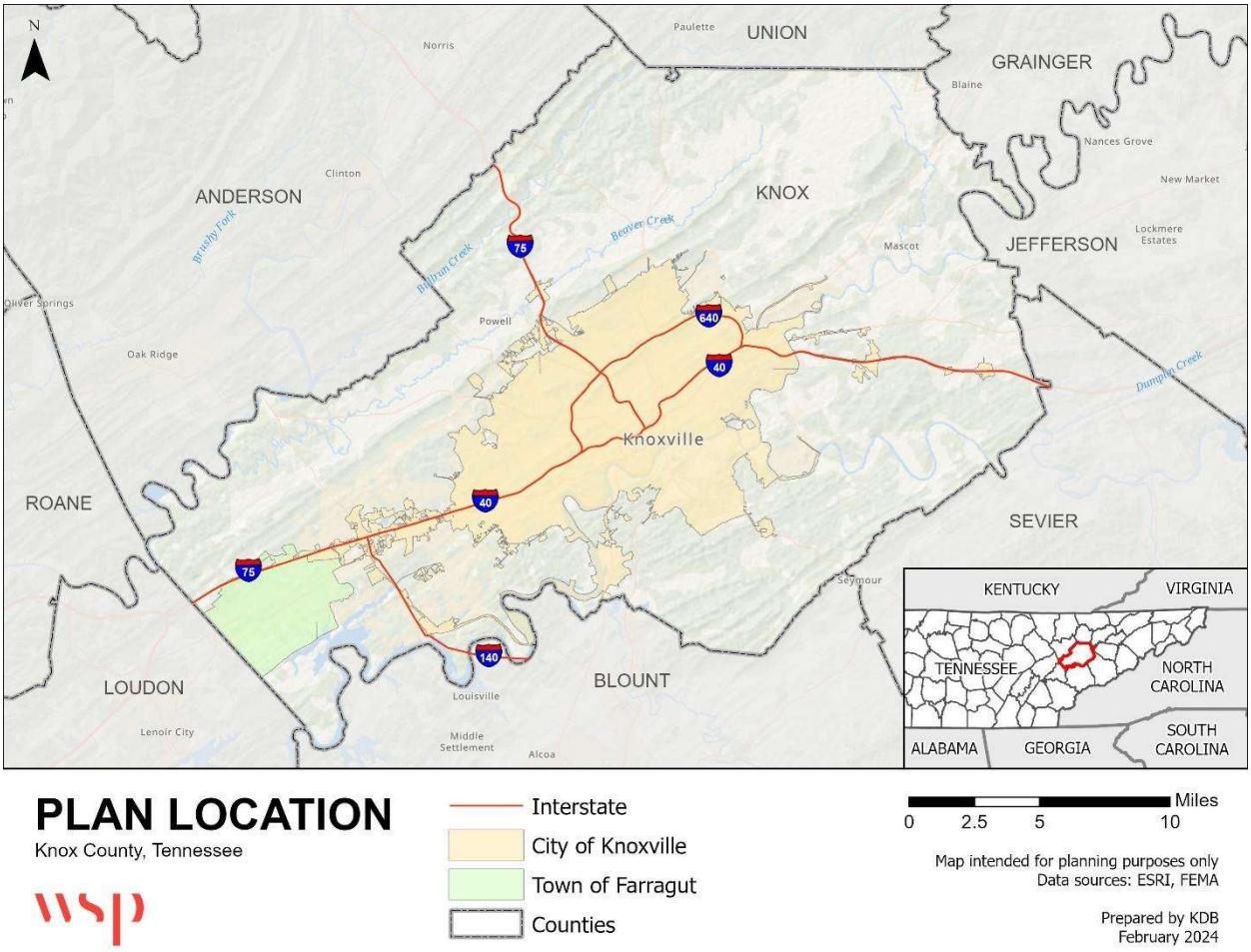
3.1 PLANNING AREA OVERVIEW

Knox County is located in east central Tennessee and is bounded by eight neighboring counties; on the north by Anderson and Union Counties, on the east by Grainger, Jefferson, and Sevier Counties, on the south by Blount and Loudon Counties, and on the west by Roane County. It is located within the Upper Tennessee River Basin. The land area of Knox County is 508.3 square miles.

As of the 2020 Census, the County has a population of 478, 971, which equates to an average population density of 942.3 people per square mile. Knox County is home to the University of Tennessee's flagship campus and has a large student population.

There are two incorporated municipalities in Knox County: Knoxville and Farragut. The county seat is the City of Knoxville. An orientation map is provided as Figure 3.1 and reflects the boundaries of the County as well as the incorporated municipalities and major roads within the County.

Figure 3-1 Location Map

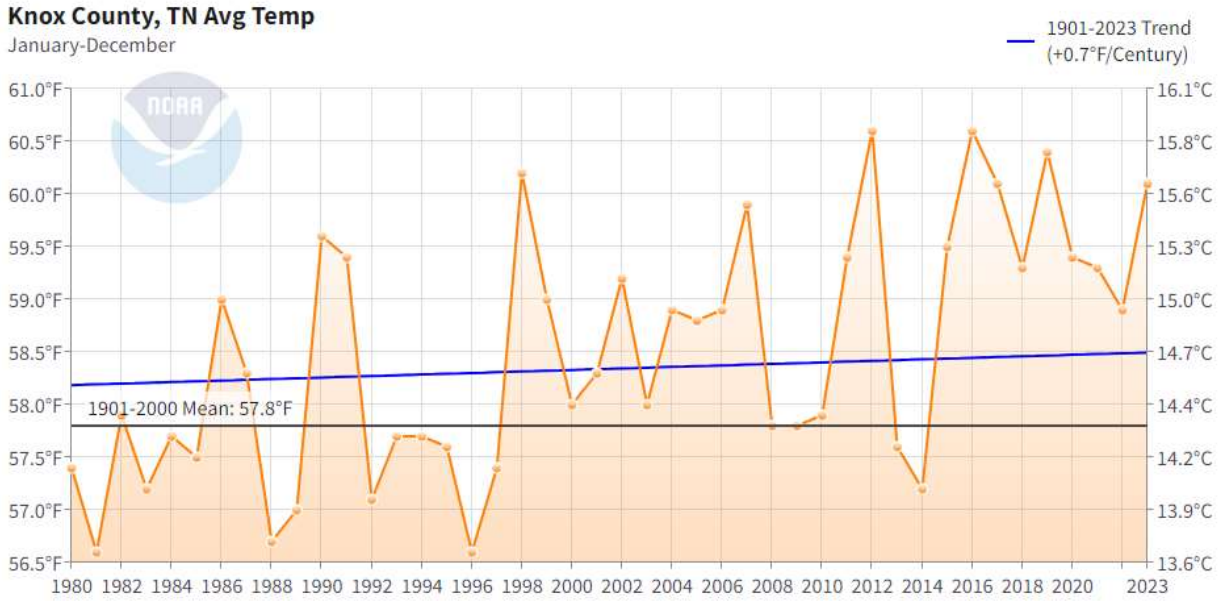


3.2 GEOGRAPHY AND CLIMATE

According to the Köppen climate classification system, Knox County is classified as subtype Cfa (Humid Subtropical Climate) characterized by warm to hot summers and cold to mild winters. There is no dry or wet season, with variable precipitation distributed throughout the year.

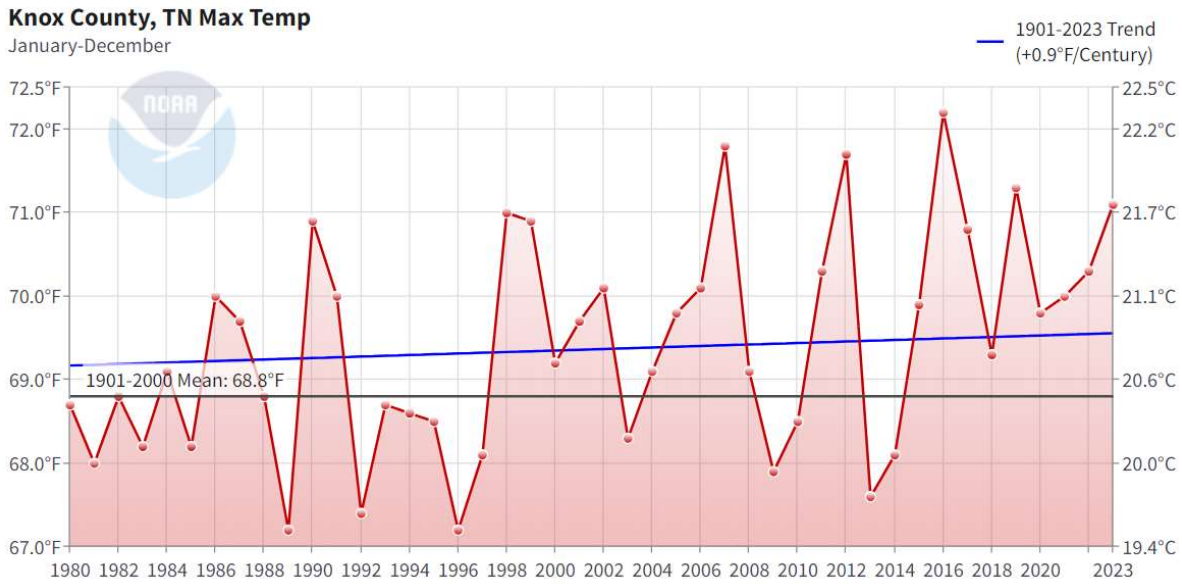
The following charts from the National Oceanic and Atmospheric Administration (NOAA) show the annual average temperature, average precipitation, average maximum temperature, and average minimum temperature for Knox County from 1980 to 2023. The long-term average temperature is 57.8°F with an increasing trend of 0.7°F per century. Average maximum temperature and average minimum temperature also have increasing trends. Average annual precipitation is 49.26 inches, with an increasing trend of 4.78 inches per century.

Figure 3-2 Average Temperature Trends for Knox County, 1980-2023



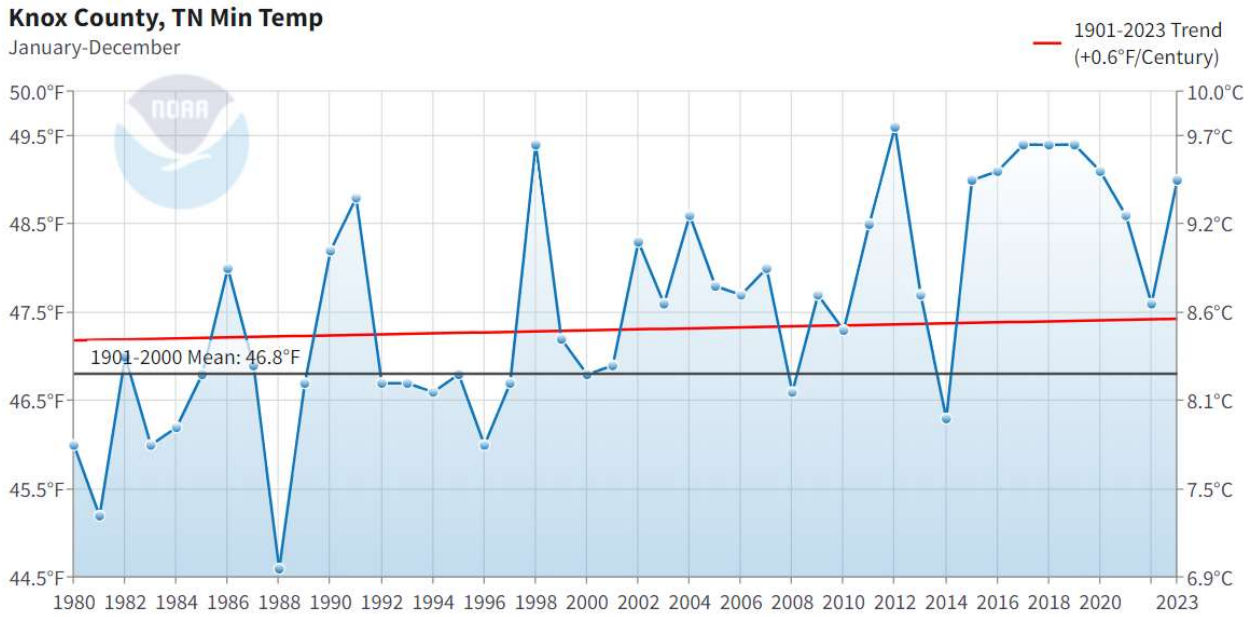
Source: NOAA National Centers for Environmental information, Climate at a Glance: County Time Series, published September 2024, retrieved on September 11, 2024 from https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series

Figure 3-3 Maximum Temperature Trends for Knox County, 1980-2023



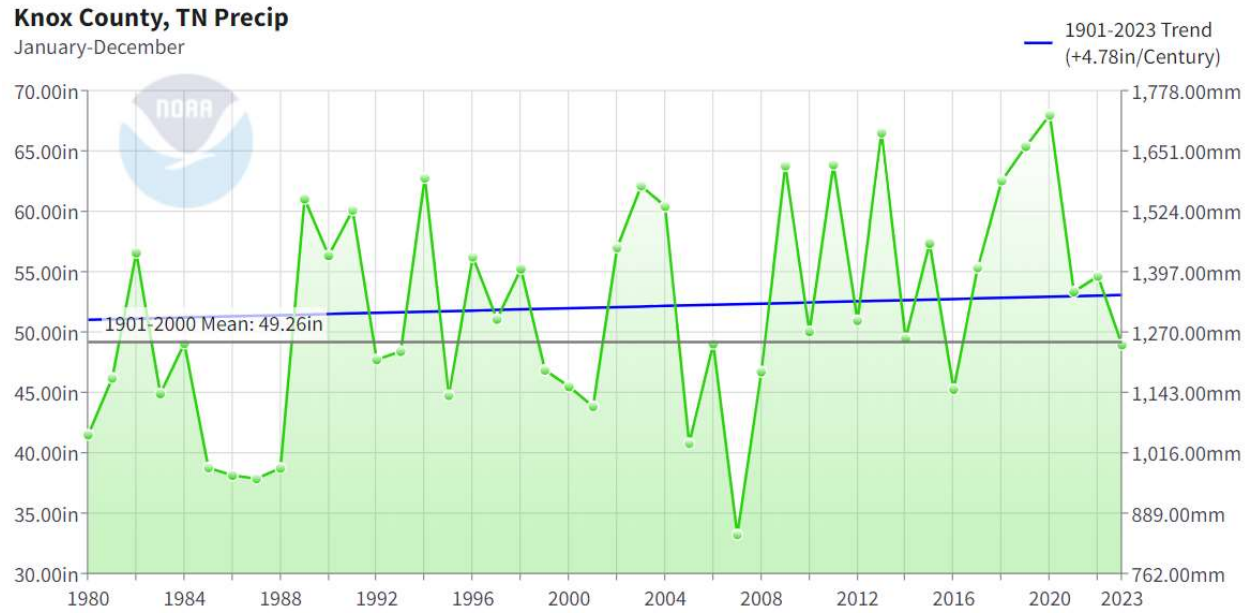
Source: NOAA National Centers for Environmental information, Climate at a Glance: County Time Series, published September 2024, retrieved on September 11, 2024 from https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series

Figure 3-4 Minimum Temperature Trends for Knox County, 1980-2023



Source: NOAA National Centers for Environmental information, Climate at a Glance: County Time Series, published September 2024, retrieved on September 11, 2024 from https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series

Figure 3-5 Precipitation Trends for Knox County, 1980-2023



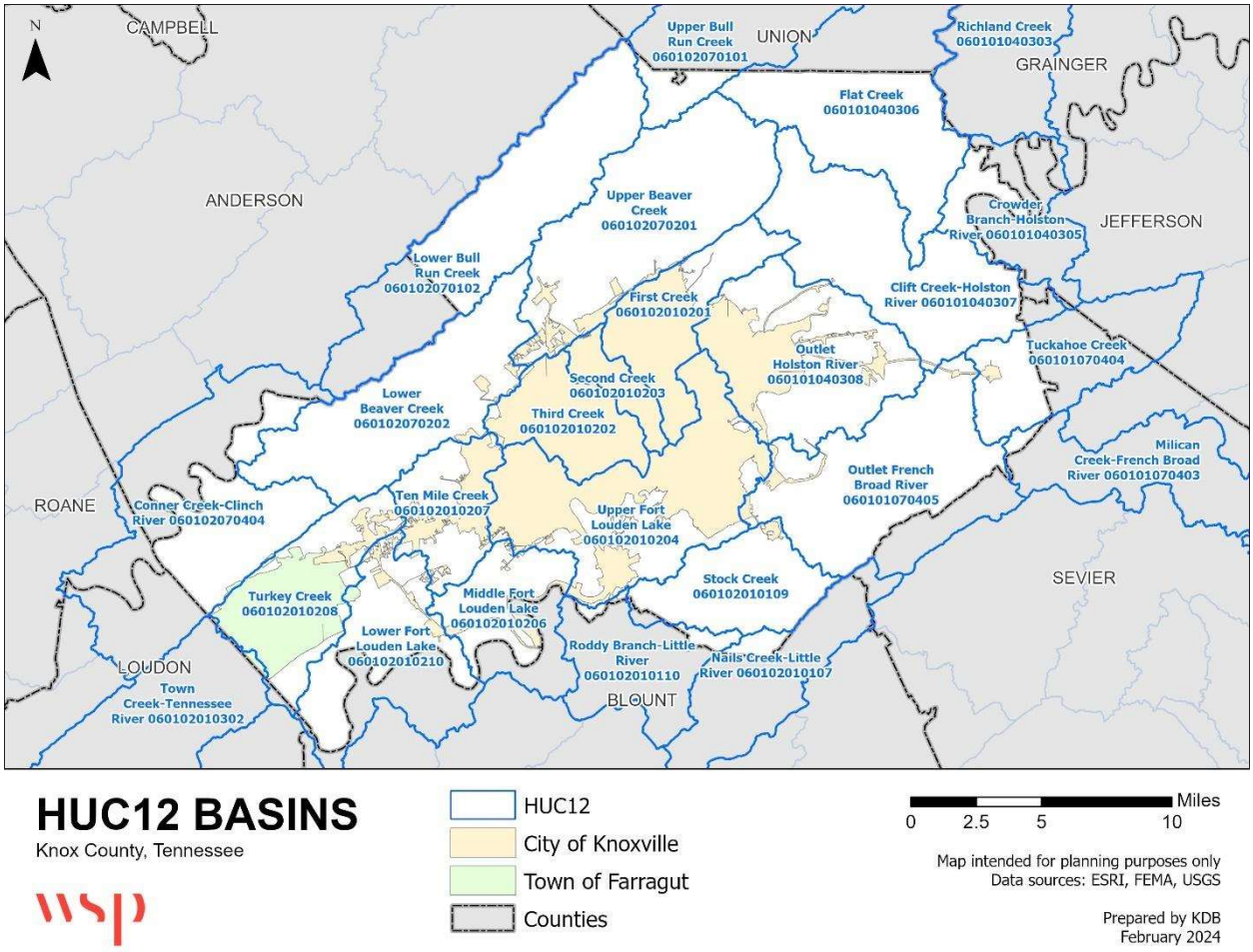
Source: NOAA National Centers for Environmental information, Climate at a Glance: County Time Series, published September 2024, retrieved on September 11, 2024 from https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series

Knox County includes three physiographic provinces-the Cumberland Plateau, Valley and Ridge, and Blue Ridge. It is located within the valley and ridge physiographic region. The region comes down from north-east Tennessee and Virginia and a band extends southwest with the Tennessee River through Chattanooga, Tennessee. The county features the confluence of three rivers: the French Broad, Holston, and Tennessee.

In fact, the French Broad River and the Holston River converge in eastern Knoxville to form the Tennessee River. The Fort Loudon Reservoir is located along the Tennessee River, and while it begins in Lenior City, TN, it extends 55 miles upstream to the confluence of the Holston and French Broad Rivers in Knox County. It provides hydroelectric power to the region and flood control.

Knox County is located within the Upper Tennessee River Basin. The Upper Tennessee River Basin encompasses about 21,390 square miles and flows through portions of Virginia, North Carolina, Tennessee, and Georgia. The county features part of the Tennessee, Holston, French Broad, and Clinch River watersheds as well as watersheds tied to local creeks like Turkey, Lower Bull Run, and Flat creeks. Watershed basins are shown in Figure 3.6.

Figure 3-6 HUC-12 Drainage Basins



Source: USGS NHD

3.3 TRANSPORTATION

MAJOR HIGHWAYS

Knox County has a road network that includes a mix of federal highways, state routes and local roads. The County maintains over 2,000 miles of roadway, 134 bridges, and 80 traffic signals. 3 major interstates run through Knox County:

- I-40
- I-140
- I-640
- I-75
- I-275

Federal and state highway routes in the County include:

- U.S. 129
- U.S. 11E
- U.S. 25W
- U.S. 70
- U.S. 441
- U.S. 25W
- U.S. 11
- U.S. 11W
- U.S. 70
- S.R. 33
- S.R. 168
- S.R. 169
- S.R. 332

I-40 and I-640 are registered with the National Hazardous Materials Route Registry. Hazardous materials can be transported along these routes subject to restrictions.

PUBLIC TRANSIT

Knox County has three public transit services. Its primary service, Knoxville Area Transit (KAT), operates 20 fixed routes and serves around 3 million passengers annually. Additionally, the East Tennessee Human Resource Agency and the Knoxville-Knox County Community Action Committee offer demand-responsive transportation services that must be booked in advance.

AIRPORTS

The Metropolitan Knoxville Airport Authority runs two airports that serve the Knoxville Metropolitan area:

- The Tyson McGhee Airport is located in Blount County, 12 miles south of Downtown Knoxville. It serves the commercial airline industry, air cargo, military aviation, and general aviation.
- The Knoxville Downtown Island Airport is less than 3 miles from downtown Knoxville and serves private and corporate aircraft.

FUTURE TRANSPORTATION SYSTEMS AND COUNTY TRANSPORTATION PRIORITIES

The County's comprehensive plan, passed in April 2024, estimates that the county (unincorporated area) will add 105,000 people by 2045. To accommodate this growth, the plan's primary transportation goal is

to create a safe and connected transportation system that provides options. It lists improving network connectivity, updating street standards, and providing multimodal facilities as priorities.

3.4 CULTURAL, HISTORIC AND NATURAL RESOURCES

Knox County has several natural amenities, including House Mountain State Natural Area, Seven Islands State Birding Parking, and Sharps Ridge Memorial Park. It is located less than 40 miles from the Great Smoky Mountains, and Knox County is considered part of the Appalachian region.

The county has several museums, art centers, and historical sites. The National Register of Historic Places (NRHP) has 120 listings in Knox County, including 22 historic districts and sites.

3.4.1 PARKS, PRESERVES, AND CONSERVATION

The Knox County Parks and Recreation Department maintains 51 parks and recreation facilities throughout the county. The City of Knoxville oversees 92 parks and recreation facilities, and the Town of Farragut manages 5 parks. These parks vary in size and meet different recreational needs.

Knox County is also home to one state park, the Seven Islands State Birding Park. Seven Islands contains 420 acres along the French Broad River and serves as a wildlife refuge. The park features 180 species of birds who inhabit its diverse grasslands.

3.4.2 WATER BODIES AND FLOODPLAINS

Natural floodplains in the county include wetland areas and low-lying land along the major rivers around the county. Natural floodplains reduce damage by allowing flood waters to spread out over large areas, aiding infiltration into the ground, reducing flow rates and acting as a flood storage area to reduce downstream peaks.

The Holston and French Broad Rivers meet to form the Tennessee River in the eastern part of the County. Additional detail on the wetland systems associated with these waterbodies is provided in the subsections below.

NATURAL AND BENEFICIAL FLOODPLAIN FUNCTIONS

Floodplains in riverine areas perform natural functions that cannot be replicated elsewhere. When kept open and free of development, floodplains provide the necessary flood water conveyance and flood water storage needed by a stream or river. When the floodplain is able to perform its natural function, flood velocities and peak flows are reduced downstream. Natural floodplains reduce wind and wave impacts and their vegetation stabilizes soils during flooding.

Floodplains in their natural state provide many beneficial functions beyond flood reduction. Water quality is improved in areas where natural cover acts as a filter for runoff and overbank flows; sediment loads and impurities are also minimized. Natural floodplains moderate water temperature, reducing the possibility of adverse impacts on aquatic plants and animals. Floodplains can act as recharge areas for groundwater and reduce the frequency and duration of low flows of surface water. They provide habitat for diverse species of flora and fauna, some of which cannot live anywhere else. They are particularly important as breeding and feeding areas.

WETLANDS

Wetlands benefit the ecosystem by storing, changing, and transmitting surface water and groundwater. Through these processes, pollution is removed, nutrients are recycled, groundwater is recharged, and biodiversity is enhanced.

THREATENED AND ENDANGERED SPECIES

The Tennessee Department of Environment & Conservation maintains a regular listing of threatened species, endangered species, species of concern, and candidate species for Tennessee's counties. Knox County has 31 species that are listed as threatened or endangered. Table 3-1 below shows the species identified as threatened, endangered, or other classification for Knox County.

Table 3-1 Threatened and Endangered Species

Group	Common Name	Scientific Name	Federal Status
Flowering plant	Tall Larkspur	Delphinium exaltatum	Endangered
Mollusc	Anthony's Riversnail	Athearnia anthony	Endangered
Mollusc	Shiny Pigtoe	Fusconaia cor	Endangered
Mollusc	Finerayed Pigtoe	Fusconaia cuneolus	Endangered
Mollusc	Orangefoot Pimpleback	Plethobasus cooperianus	Endangered
Mollusc	Pink Mucket	Lampsilis abrupta	Endangered
Mollusc	Sheepnose	Plethobasus cyphyus	Endangered
Non-vascular plant	Sharp's Hamaliadelphus	Homaliadephus sharpii	Endangered
Mollusc	Dromedary Pearlymussel	Dromus dromas	Endangered
Amphibian	Hellbender	Cryptobranchus alleganiensis	Endangered
Crustacean	Valley Flame Crayfish	Cambarus deweesae	Endangered
Flowering plant	Shaggy False Gromwell	Lithospermum parviflorum	Endangered
Mammal	Gray Myotis	Myotis grisescens	Endangered
Mollusc	Birdwing Pearlymussel	Lemiox rimosus	Endangered
Fish	Lake Sturgeon	Acipenser fulvescens	Endangered
Flowering plant	Sweetscent Ladies'-tresses	Spiranthes odorata	Endangered
Flowering plant	Spreading Rockcress	Boechera patens	Endangered
Mollusc	Cumberland Monkeyface	Theliderma intermedia	Endangered
Flowering plant	Western False Gromwell	Lithospermum bejariense	Threatened
Flowering plant	Appalachian Waterleaf	Hydrophyllum virginianum	Threatened
Fish	Blue Sucker	Cycleptus elongatus	Threatened
Non-vascular plant	A Moss	Archidium alternifolium	Threatened
Flowering plant	Sweet Pinesap	Monotropsis odorata	Threatened
Reptile	Northern Pinesnake	Pituophis melanoleucus melanoleucus	Threatened
Non-vascular plant	A Moss	Funaria americana	Threatened
Flowering plant	Yellow Water-crowfoot	Ranunculus flabellaris	Threatened
Amphibian	Berry Cave Salamander	Gyrinophilus gulolineatus	Threatened
Flowering Plant	Butternut	Juglans cinerea	Threatened
Flowering Plant	Running Bittercress	Cardamine flagellifera	Threatened
Fish	Yellowfin Madtom	Noturus flavipinnis	Threatened
Mollusc	Round Hickorynut	Obovaria subrotunda	Threatened

Source: TN Department of Environment & Conservation: https://dataviewers.tdec.tn.gov/dataviewers/f?p=9014:3::::::

3.5 POPULATION

Knox County has experienced notable population growth in the past decade. The unincorporated parts of the county have grown almost 14% since 2010. The Town of Farragut grew around 13%, while the City of Knoxville saw a more modest rise in population of around 7%. Knox County and Farragut slightly exceeded the state's overall population growth of approximately 8%. Table 3-2 provides the County's population counts from 2010 and 2020 according to Decennial Census data as well as the 2022 population estimate according to 5-year American Community Survey data.

Table 3-2 Knox County Population Counts and Trends

Jurisdiction	2010 Population	2020 Population	Total Change 2010-2020	% Change 2010-2020	2022 Population Estimate
Knox County	232,963	264,725	31,762	13.6%	265,754
City of Knoxville	178,874	190,740	11,866	6.6%	191, 857
Town of Farragut	20, 389	23, 506	3,117	13.2%	23, 795
State of Tennessee	6, 346, 105	6, 910, 840	564,735	8.2%	6, 923, 772

Source: US Census Bureau Decennial Census 2010; Decennial Census 2020; American Community Survey 2018-2022 5-Year Estimates.

Demographic characteristics of the county are summarized in 3-5. According to the 2022 American Community Survey, the median age in Knox County is estimated to be 37.4. The City of Knoxville is slightly younger with a median age of 33.4, while the median age of Farragut is higher at 45.9. Of the population aged 25 years and over, over 90% percent of people living within the county or its jurisdictions have a high school degree or higher. Knox County has a slightly lower percentage of college graduates than the state of Tennessee, and Knoxville's rate is marginally higher than the state's. The town of Farragut boasts a rate twice as high as the state, Knox County, and Knoxville. The gender and racial characteristics of the County are presented in Table 3-3.

Table 3-3 Demographic and Social Characteristics Compared to State

Demographic & Social Characteristics	Knox County	Knoxville	Farragut	TN
Median Age	37.4	33.4	45.9	38.9
% of Population Under 5 years old	5.9%	5.1%	4.4%	5.8%
% of Population Over 65 years old	16.9%	14.2%	21.7%	16.7%
% of Population over 25 with high school diploma or higher	93.2%	90.2%	98.5%	89.3%
% of Population over 25 with bachelor's degree or higher	25.0%	33.1%	65.4%	29.7%
% with Disability	11.3%	14.2%	8.6%	15.3%
% Speak English less than "very well"	2.1%	3.3%	1.3%	3.1%

Source: U.S. Census Bureau, American Community Survey 2018-2022 5-Year Estimates. Median age for Knox County is inclusive of Knoxville and Farragut.

Table 3-4 Demographics by Race and Sex Compared to State

Demographic Characteristics	Knox County	Knoxville	Farragut	TN
% Male	49.5%	48.5%	48.1%	49.1%
% Female	50.5%	51.5%	51.9%	50.9%
% White alone	88.9%	73.9%	92.3%	74.9%
% Hispanic or Latino	4.3%	5.7%	2.3%	6.0%
% Black or African American alone	3.2%	16.1%	0.8%	16.3%

Demographic Characteristics	Knox County	Knoxville	Farragut	TN
% Asian alone	2.6%	1.6%	3.8%	1.9%
% American Indian and Alaska Native alone	0.1%	0.1%	0.1%	0.2%
% Native Hawaiian and Other Pacific Islander alone	0.1%	0.0%	0.4%	0.1%
% Some other race alone	1.3%	1.8%	0.2%	2.0%
% Two or more races	4.2%	6.4%	2.5%	4.7%

Source: U.S. Census Bureau, American Community Survey 2018-2022 5-Year Estimates.

3.6 ECONOMY

Knox County has a diverse economy that features healthcare, education, retail, and manufacturing jobs. The county is home to two hospital systems – Covenant Health and University of Tennessee Medical Center. It also boasts the flagship campus of the University of Tennessee. The Tennessee Valley Authority, the nation's largest public power provider, is in Knoxville, as well as the Pilot Flying J, the nation's largest truck stop chain. Other notable businesses headquartered in Knox County include the wholesale grocer, the H.T. Hackney Company, movie theater chain, Regal Cinemas, and Bush Brothers, the canned goods company.

3.6.1 WAGES AND EMPLOYMENT

The 2022 American Community Survey indicates that the median household income for Knox County is $68,580, which is close to the state median household income of $64,035. At $135,725 the Town of Farragut has a significantly higher median household income than the other jurisdictions, while the City of Knoxville has the lowest at $48,309. The per capita income for the County is $39,608, which is slightly higher than the state statistic. Knox County and Farragut's poverty rates are significantly lower than the state's (14%). However, almost a quarter of the population in Knoxville lives below the poverty line. The percentage of the population that lacks health insurance across the county is about 7%, slightly lower than the state (10.1%). The percentage of Knoxvillians that lack health insurance is similar to the state's, and Farragut has a significantly low rate of uninsured residents at under 3%. These patterns start to highlight some areas of social vulnerability of the county's population.

Table 3-5 shows economic statistics for each jurisdiction compared to the state average and Table 3-6 shows employment statistics for each jurisdiction compared to the state average.

Table 3-5 Knox County Economic Statistics, 2021

Economic Characteristics	Knox County	Knoxville	Farragut	TN
Median Household Income*	$68,580	$48, 309	$135, 725	$64, 035
Per Capita Income*	$39, 608	$31, 983	$66, 779	$36, 040
Unemployment Rate*	3.8%	4.8%	2.3%	5%
% of Individuals Below Poverty Level	4.2%	24.9%	2.4%	14%
% Without Health Insurance	7%	10.6%	2.3%	10.1%

Source: U.S. Census Bureau, American Community Survey 2018-2022 5-Year Estimates. *Information is inclusive of the City of Knoxville and Town of Farragut.

Table 3-6 Knox County Employment by Industry, 2022

Economic Characteristics	Knox County	Knoxville	Farragut	TN
Agriculture, forestry, fishing and hunting, and mining	0.3%	0.5%	0.4%	0.9%
Construction	7.7%	6.4%	6.1%	6.8%
Manufacturing	8.1%	7.8%	8.8%	12.9%
Wholesale trade	2.8%	2.1%	3.3%	2.4%
Retail trade	12.6%	13.1%	15.9%	11.7%
Transportation and warehousing, and utilities	4.8%	5.0%	4.3%	7.0%
Information	1.6%	2.6%	0.4%	1.6%
Finance and insurance, and real estate and rental and leasing	7.5%	5.8%	10.2%	6.1%
Professional, scientific, and management, and administrative and waste management services	12.9%	12.6%	17.3%	10.3%
Educational services, and healthcare and social assistance	24.8%	24.8%	21.5%	22.3%
Arts, entertainment, and recreation, and accommodation and food services	8.3%	12.6%	5.8%	9.2%
Other services, except public administration	5.1%	4.2%	3.2%	4.8%
Public administration	3.5%	2.5%	2.9%	4.2%

Source: U.S. Census Bureau, American Community Survey 2018-2022 5-Year Estimates.

The largest industry sector in the county and its jurisdictions in 2022 was "educational services, and healthcare and social assistance." The presence of a major university and robust health care system likely account for the dominance of this industry. The "retail trade" and the "professional, scientific, and management, and administrative and waste management services" industry each account for over 10% of the area's employment. The "arts, entertainment, and recreation, and accommodation and food services" has a larger presence (12.6%) in the City of Knoxville.

Table 3-7 summarizes the top ten largest employers in Knox County.

Table 3-7 Major Employers

Company	# of Employees
Covenant Health	11,357
Knox County Schools	9,558
The University of Tennessee – Knoxville	8,959
University of Tennessee Medical Center	5,387
State of Tennessee – Regional Offices	3,176
Tennova Healthcare	2,900
Knox County Government	2,600
Team Health, Inc.	2,260
City of Knoxville	2,136
East Tennessee Children's Hospital	1,838
Pilot Flying J	1,491

Source: East Tennessee Economic Development Agency

3.7 HOUSING

Table 3-8 provides details on housing characteristics for the County and its jurisdictions. The American Community Survey estimates that there are 110,072 housing units in Knox County, of which 94.3% are occupied. Renter-occupied units comprise 21.4% of the housing stock in Knox County, lower than the State value (33%). The Town of Farragut has a low rate of renter-occupied units at 13.8%, and the City of Knoxville has a significantly higher percentage of renters at 53.8%. A high percentage of renters is an indicator of higher pre- and post-disaster vulnerability as renters often do not have the financial resources of homeowners, are more transient, are less likely to have information about or access to recovery aid following a disaster and are more likely to require temporary shelter following a disaster (Cutter, et al. 2003).

Knox County experienced an 11.2% percent increase in housing units between 2010-2020, which is slightly higher than the state (7.2%). At $248,200, the median home value for Knox County is higher than the state's ($232,100) and the City of Knoxville ($184,200). The Town of Farragut has the highest home value at $463,300, almost twice as high as Knox County's average and more than 2.5 times Knoxville's.

Detached single-family homes comprise most of the housing units (76.3%) in Knox County. The City of Knoxville has a lower percentage of single-family homes at 54.4%. 24.2% of housing units in Knoxville are 10+ apartment buildings. The Town of Farragut has substantially less housing diversity, and the vast majority (87.6%) of units are single-family. The County has the highest percentage of mobile home units among the three jurisdictions at 6.5%, while the City of Knoxville is at 1% and Farragut has 0%. Mobile home units can be more vulnerable to certain hazards, such as tornadoes and windstorms, especially if they are not properly secured with tie downs. Almost 10% of households in Knoxville do not have access to a car, while very few households in Farragut and the County lack a car. Without a car, it can be more difficult to evacuate during an emergency.

Table 3-8 Housing Characteristics in Knox County

Housing Characteristics	Knox County	Knoxville	Farragut	TN
Housing units (2010)	98,958	88,009	7,982	2,812,133
Housing units (2020)	110,072	91,908	8,992	3,031,605
Housing units percent change (2010-2020)	11.2%	4.4%	12.7%	7.8%
Occupied units % (2020)	94.3%	92.5%	95%	90%
Owner-Occupied units, % (2022)	78.6%	46.2%	86.2%	67.1%
Renter-Occupied units, % (2022)	21.4%	53.8%	13.8%	32.9%
Median Home Value (2022)	$248,200*	$184,200	$463,300	$232,100
Average Household Size	2.41*	2.17	2.66	2.5
No Vehicle Available, %	2.4%	9.7%	2.7%	5.3%
% of Housing units that are mobile homes	6.5%	1.3%	0%	7.9%
% of renters that are cost-burdened	41%	51.7%	31.6%	47.9%

Source: U.S. Census Bureau 2010 Decennial Census, 2020 Decennial Census, American Community Survey 2018-2022 5-Year Estimates. Renters are cost-burdened if they spend 30% or more of their income on housing according to HUD.
*Data is inclusive of Knoxville and Farragut.

In 2022, the median cost for rent in Knox County was $1,097 compared to the state median of $1,047. Farragut's rent was significant higher at $1,525, while Knoxville's was slightly lower than Knox County's at $1,043. While rent in Farragut is substantially more than Knoxville and Knox County, fewer renters are cost-burdened (31.6%) than in the county and Knoxville. Approximately 41% of all renters in Knox County and 51% of renters in Knoxville were paying 30% or more of their income on housing. The U.S. Department

of Housing and Urban Development (HUD) defines those who pay more than 30 percent of their income for housing as cost burdened, indicating they may have difficulty affording necessities such as food, clothing, transportation, and medical care. This population could also be especially vulnerable when responding to a disaster.

3.8 SOCIAL VULNERABILITY

Social vulnerability refers to a community's capacity to prepare for and respond to the stress of hazardous events ranging from natural disasters, such as tornadoes or disease outbreaks, to human caused threats, such as toxic chemical spills. That is to say that even if different groups share similar exposure to a hazard, some groups may have a greater capacity to anticipate, cope, and recover from a disaster than others. Social vulnerability often refers to the population characteristics that have historically made certain groups of people more or less at risk when they are exposed to the impacts of a hazard event (Cutter, 2003; Berke et al., 2019). Common and determining characteristics include age, gender, income, race, and ethnicity, and language capacity (Cutter et al., 2003; Berke et al., 2015). However, additional characteristics can include social networks, education, cultural knowledge, and political power (Otto et al., 2017). Social vulnerability considerations were included in this plan update to identify areas across the County that might be more vulnerable to hazard impacts based on a number of factors.

The Center for Disease Control and Prevention (CDC) has developed a social vulnerability index (SVI) as a way to measure the resilience of communities when confronted by external stresses such as natural or human-caused disasters or disease outbreaks. The SVI is broken down to the census tract level and provides insight into particularly vulnerable populations to assist emergency planners and public health officials identify communities more likely to require additional support before, during, and after a hazardous event. The SVI indicates the relative vulnerability within census tracts based on 15 social factors: poverty, unemployment, income, education, age, disability, household composition, minority status, language, housing type, and transportation access. Higher social vulnerability is an indicator that a community may be limited in its ability to respond to and recover from hazard events. Therefore, using this SVI information can help the County and jurisdictions to prioritize pre-disaster aid, allocate emergency preparedness and response resources, and plan for the provision of recovery support.

Figure 3-7 displays social vulnerability information for Knox County and its jurisdictions by census tract according to most recent data and analysis by the Centers for Disease Control and Prevention (CDC). Results are presented via a score that ranges from 0 (lowest vulnerability) to 1 (highest vulnerability). The SVI score for the entire county is 0.3738, which indicates low to medium vulnerability. Within the county, the most vulnerable residents live within the City of Knoxville and the area immediately surrounding the city boundaries. There are pockets of moderate to high vulnerability southwest of the City of Knoxville. The Town of Farragut demonstrates extremely low vulnerability.

NON-ENGLISH-SPEAKING POPULATION

About 2.1% of residents in Knox County speak English "less than very well." In Knoxville, this figure is slightly higher at 3.3%, and it is lower in Farragut at 1.3%. Spanish is the most prominent language spoken other than English in Knox County and Knoxville. However, Indo-European languages are the most common in Farragut at 3.6%. Overall, Knox County and its jurisdictions contain a minimal non-English proficient population.

In its justification of SVI indicators, the CDC explains that disaster communication is made increasingly difficult for those with limited English proficiency. This difficulty is especially true in communities whose first language is neither English nor Spanish, and for whom translators and/or accurate translations of advisories may be scarce.

SPECIAL NEEDS POPULATION

According to the American Community Survey, an estimated 29,732 residents, or 11.3%, of Knox County's population identify as having some form of disability including hearing, vision, cognitive, ambulatory, self-care, and/or independent living difficulties. 2,031 residents (8.6%) in Farragut and 26,968 (14.2%) Knoxvillians identify as having a disability. Lack of public transportation options could pose significant issues for special needs population during an emergency or disaster.

HOMELESS POPULATION

In 2018, for the first time, HUD's Annual Homeless Assessment Report included the number of people experiencing homelessness who were sheltering in locations specifically for people displaced by presidentially declared natural disasters. The report found 3,864 displaced and homeless individuals. Additionally, the National Low Income Housing Coalition explains that people experiencing homelessness are particularly vulnerable during natural disasters and are often subject to discrimination during recovery. Resources are often prioritized for those displaced during disasters, despite the case that there is no difference between those that were made homeless by a hazard event and those who otherwise lack stable housing.

The City of Knoxville in partnership with Knox County recorded 1,178 persons experiencing homelessness in their last Point-in-Time count in February 2022. More recently, the Knoxville/Knox County Homeless Management Information System (KnoxHMIS) identified a higher number. For the second quarter of 2024, KnoxHMIS reported an average of 1,914 unhoused individuals. There are several homeless shelters in the county, as well organizations providing support to those experiencing homelessness.

POVERTY

According to 2018-2022 American Community Survey estimates, 12.4% of the total Knox County population was below the poverty level. Of the county's two jurisdictions, Farragut has a very low poverty rate of 2.4%, while in Knoxville poverty impacts almost a quarter of the city's population (24.9%). In its justification of SVI indicators, the CDC explains that economically disadvantaged populations are disproportionately affected by disasters. Low-income residents are less likely to have the income or assets necessary to prepare for a possible disaster or to recover after a disaster (Cutter et al. 2003). For low-income households, lost or damaged property is proportionately more expensive to replace, especially without homeowner's or renter's insurance. Similarly, unemployed individuals may not have access to benefits plans that provide income and health cost assistance in the event of injury. Additionally, housing quality and access is closely tied to socio-economic status. Low-income households may live in less structurally sound houses or mobile homes, which are particularly vulnerable to strong storm or earthquakes.

MINORITY STATUS

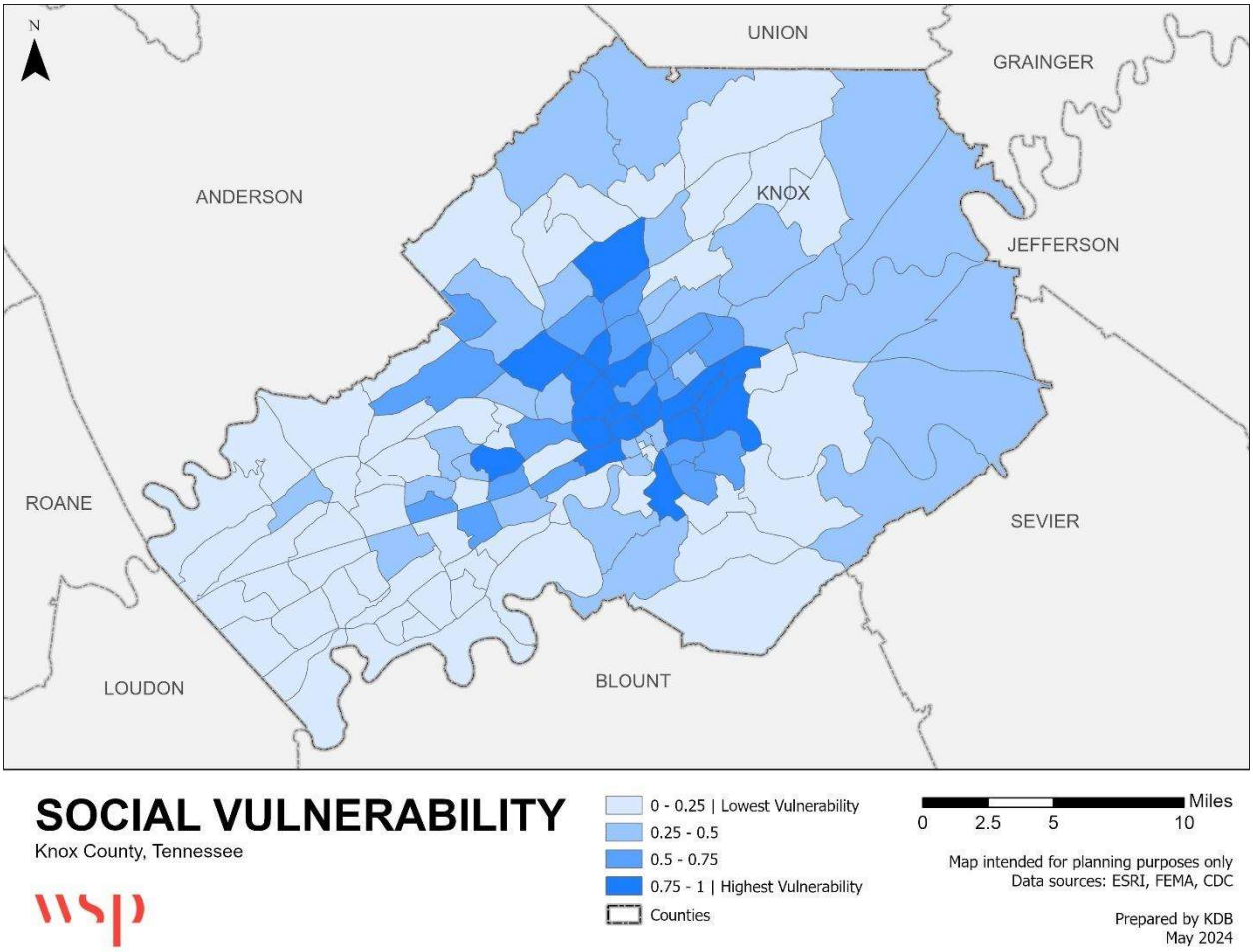
Knoxville has a significantly higher minority population (25.1%) than Farragut (7.7%) or Knox County (11.1%). The CDC indicates that, "social and economic marginalization of certain racial and ethnic groups, including real estate discrimination, has rendered minority populations more vulnerable at all stages of disaster and hazard events." Similarly, the Urban Sustainability Network explains that, in the U.S., race is a major determinant of life outcomes. Like housing, it is inextricably tied to income and wealth. Further, race is a reliable predictor of hazard risk, including vulnerability to many of the hazards projected to intensify under changing climate conditions.

Historical and current discriminatory practices have resulted in the inequitable distribution of resources and access to opportunities for many lower-income populations and communities of color. The result is that social inequities can increase disproportionate risk and vulnerability in these communities.

It should be noted that 2.3% of the County's population and 6.3% of Knoxville and Farragut's populations include non-U.S. citizens; however, this number is likely under-reported. Immigrants and undocumented

residents often face increased vulnerability during and after hazard events. Challenges include limited language proficiency; limited knowledge of local environmental conditions, including natural hazards, legal framework and institutions, and markets; limited social networks; lack of trust in authorities; restrictions on mobility; and discrimination. All of these challenges can make it difficult for immigrant communities to access necessary information, resources, and opportunities to prepare, cope with, and recover from hazard events.

Figure 3-7 Social Vulnerability Index by Census Tract, 2022



Source: Centers for Disease Control and Prevention (CDC)

3.9 LAND USE

Land use data was obtained from the 2021 National Land Cover Database to establish current land use by acreage for each jurisdiction.

KNOX COUNTY

Greater than half of the land area of Knox County is undeveloped and largely consists of deciduous forest followed by pastures and mixed forested areas. The developed area of Knox County is primarily single-family homes (represented by low and medium intensity development) and open space that could include large-lot single-family homes, parks, recreation, and additional open space or vegetation within housing developments. Only 3% of the developed area in Knox County is dedicated to high intensity uses such as apartment complexes and commercial/industrial development.

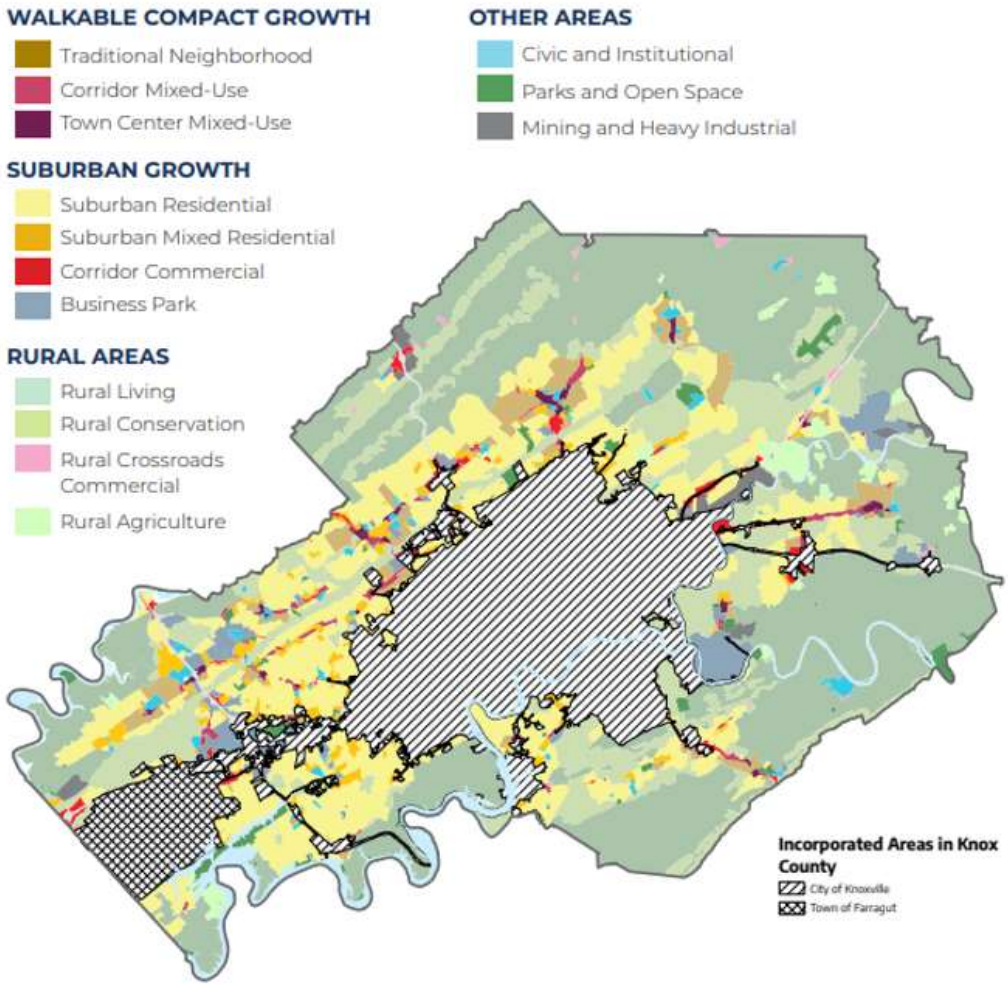
Figure 3-8 Land Use Type by Acreage & Percentage, Knox County

Land Cover Type	Acreage	Percent
Barren Land	914	27%
Cultivated crops	469	14%
Deciduous forest	86, 236	26%
Developed, high intensity	11,147	3%
Developed, low intensity	48,913	15%
Developed, medium intensity	31,416	9%
Developed, open space	54,085	16%
Emergent herbaceous wetlands	88	.03%
Evergreen forest	5,792	2%
Hay/pasture	63,640	19%
Herbaceous	2,889	.9%
Mixed forest	16,883	5%
Open water	11, 263	3.3%
Shrub/scrub	1,765	.5%
Woody wetlands	841.6	.3%

Source: National Land Cover Database. Data is approximated.

Knox County's comprehensive plan, passed in 2024, guides growth and land use in the county. The plan provides place types that lay out a vision and goals for the County in terms of future development and how various areas of the County should look, feel and operate in the future. The comprehensive plan includes a future land use map that outlines types of uses and building and developing forms that should be encouraged in different areas throughout the County. A map of the areas is shown in Figure 3.8 below.

Figure 3. 8 Knox County Future Land Use Map



Source: Knox County Comprehensive Land Use & Transportation Plan, 2024

KNOXVILLE

Around 79% of Knoxville's land area is developed. Like Knox County, the majority of Knoxville's developed area consists of primarily single-family homes (low and medium intensity development) and developed open space. It does have the greatest share of high intensity development – apartments and commercial/industrial uses – of the three jurisdictions at 10%. Outside of development, its land area primarily includes deciduous forest and open water.

Table 3-9 Land Use Type by Acreage & Percentage , City of Knoxville

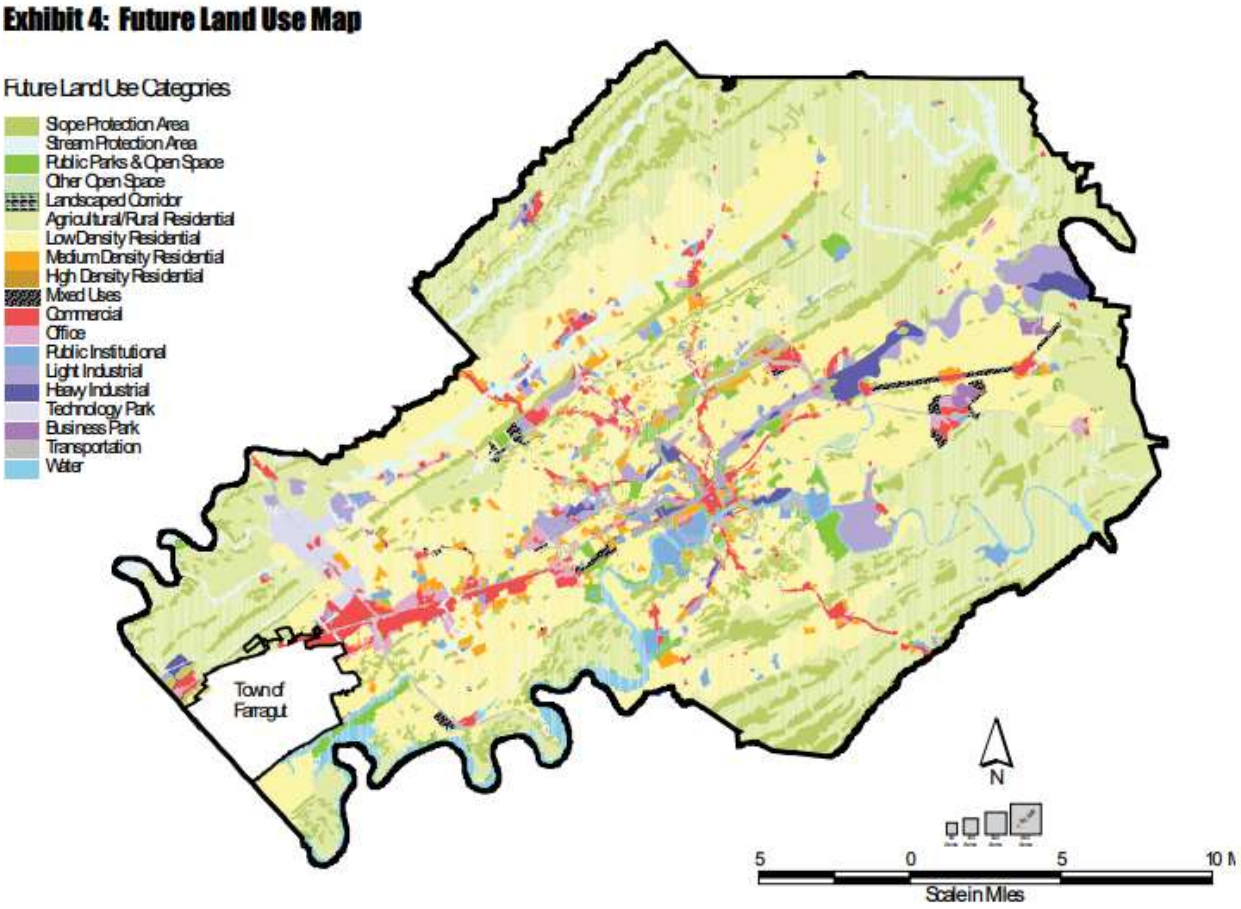
Land Cover Type	Acreage	Percent
Barren Land	98	.2%
Cultivated crops	20	.03%
Deciduous forest	6,389	9.7%
Developed, high intensity	7,064	11%
Developed, low intensity	16,380	25%
Developed, medium intensity	13,565	21%
Developed, open space	15,439	23%

Land Cover Type	Acreage	Percent
Emergent herbaceous wetlands	17.8	0%
Evergreen forest	406	.61%
Hay/pasture	1,630	2%
Herbaceous	173	.3%
Mixed forest	1,296	2%
Open water	3,338	5%
Shrub/scrub	102	.2%
Woody wetlands	141	.2%

Source: National Land Cover Database. Data is approximated.

For several years, the City of Knoxville shared a comprehensive plan with Knox County. Knox County passed a new comprehensive plan in 2024, while the City of Knoxville continues to implement the 2010 plan it shared with Knox County. The Knoxville-Knox County General Plan 2033 includes future land use types that outline the type and intensity of appropriate development. The future land use map from the plan is shown in Figure 3.9 below.

Figure 3.9 Knoxville-Knox County Future Land Use Map



Source: Knoxville-Knox County General Plan, 2010. Please note that this map only applies to the City of Knoxville.

FARRAGUT

Similar to Knoxville, Farragut's land area is largely developed at about 78%. Single-family homes and developed open space make up most of its built environment. Very little (3%) of its development pattern is

dedicated to higher intensity uses like apartments and commercial development. Its undeveloped land primarily consists of pasture area and deciduous forest.

Table 3-10 Land Use Type by Acreage & Percentage, Town of Farragut

Land Cover Type	Acreage	Percent
Barren Land	13	.1%
Cultivated crops	107	1%
Deciduous forest	628	6%
Developed, high intensity	305	3%
Developed, low intensity	3,230	31%
Developed, medium intensity	1,918	19%
Developed, open space	2,633	25%
Emergent herbaceous wetlands	7	.1%
Evergreen forest	45	.4%
Hay/pasture	1,108	11%
Herbaceous	62	.6%
Mixed forest	99	1%
Open water	118	1%
Shrub/scrub	13	.1%
Woody wetlands	44	.4%

Source: National Land Cover Database. Data is approximated.

In its 2021 comprehensive plan, the Town of Farragut states that its few vacant parcels will likely be the "easiest to develop and will have the highest priority in the market." The town uses the future land use map to ensure that new development goes beyond traditional suburban development patterns and includes a range of housing options and mixed-use opportunities. The plan's future land use map is shown below.

Figure 3-9 Town of Farragut Future Land Use map

Source: Town of Farragut 2025

3.10 GROWTH AND DEVELOPMENT TRENDS

According to the Tennessee State Data Center, Knox County is projected to reach a population of 569,734 by 2040, which represents a 15.9% increase from its 2020 Census population. Population projections for Knoxville and Farragut are not available. However, given that the county's population projection is inclusive of its municipalities, it can be assumed that Knoxville and Farragut's populations are expected to increase.

4 HAZARD IDENTIFICATION

44 CFR §201.6(c)(2): [The plan shall include] A risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.
Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the type…of all natural hazards that can affect the jurisdiction.

This section documents the Hazard Identification process for the development of the Knox County Multi-Jurisdictional Hazard Mitigation Plan. It contains the following subsections:

- 4.1 Overview
- 4.2 Hazard Identification
- 4.3 Past Occurrences and Disaster Declarations
- 4.4 Hazard Evaluation
- 4.5 Hazard Identification Results

4.1 OVERVIEW

Knox County is vulnerable to a wide range of natural and human-caused hazards. FEMA regulations and guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards, but evaluation of human-caused hazards is not required for plan approval. However, Knox County has included an assessment of both types of hazards in this plan in order to comprehensively evaluate risk and mitigation opportunities.

The hazard identification process was as follows:

1. The HMPC created a list of the full range of hazards to be considered for inclusion in this plan update, detailed in Section 4.2.
2. Past hazard occurrences and disaster declarations in the planning area were reviewed, as detailed in Section 4.3.
3. Based on preliminary information including past occurrences, disaster declarations, information from the previous plan, and other data, each hazard was reviewed to determine whether it was significant to the planning area and warranted further assessment, as summarized in Section 4.4.
4. The HMPC produced the final list of hazards to be included in this plan update, provided in Section 4.5.

4.2 FULL RANGE OF HAZARDS CONSIDERED

To identify hazards relevant to the planning area, the HMPC began with a review of the list of hazards identified in the 2023 Tennessee Hazard Mitigation Plan and the 2018 Knox County Hazard Mitigation Plan as summarized in Table 4-1. The HMPC used these lists to identify a full range of hazards for potential inclusion in this plan update and to ensure consistency across these planning efforts. All hazards on the below list were evaluated for inclusion in this plan update.

Table 4-1 Full Range of Hazards Evaluated

Hazard	Included in 2023 TN Hazard Mitigation Plan?	Included in 2018 Knox County HMP?
Dam & Levee Failure	Yes	Yes
Drought	Yes	Yes
Earthquake	Yes	Yes
Expansive Soils	Yes	Yes
Extreme Temperatures	Yes	Yes
Flooding	Yes	Yes
Land Subsidence/Sinkholes	Yes	Yes
Landslide	Yes	Yes
Severe Thunderstorm	Yes	Yes
Tornado	Yes	Yes
Wildfire	Yes	Yes
Winter Storms	Yes	Yes

4.3 PAST OCCURRENCES AND DISASTER DECLARATIONS

The HMPC evaluated the above list of hazards using existing hazard data, past disaster declarations, local knowledge, and information from the 2023 State Plan and the 2018 Knox County Plan to determine the significance of these hazards to the planning area. Significance was measured in general terms and focused on key criteria such as frequency and resulting damage, which includes deaths and injuries, as well as property and economic damage.

The HMPC also researched past events that resulted in a federal and/or state emergency or disaster declaration for Knox County in order to identify significant hazards. Federal and/or state disaster declarations may be granted when the Governor certifies that the combined local, county and state resources are insufficient, and that the situation is beyond their recovery capabilities. When the local government's capacity has been surpassed, a state disaster declaration may be issued, allowing for the provision of state assistance. If the disaster is so severe that both the local and state government capacities are exceeded, a federal emergency or disaster declaration may be issued allowing for the provision of federal assistance.

Records of designated counties for FEMA major disaster declarations start in 1964. Since then, Knox County has been designated in six major disaster declarations, as detailed in Table 4-2, and thirteen emergency declarations, as detailed in Table 4-3.

Table 4-2 FEMA Major Disaster Declarations, Knox County

Disaster #	Dec. Date	Disaster Description	Individual Assistance ($)	Public Assistance ($)
4691	3/8/2023	Severe Winter Storm	$0	$2,077,751.80
4514	4/2/2020	Covid-19 Pandemic	$250,111,882.34	$97,982,870.14
3473	3/13/2020	Covid-19 Pandemic	None	None
4427	4/17/2019	Severe Storms, Flooding, Landslides, & Mudslides	None	$22,109,480.74
4320	6/23/2017	Severe Storms, Straight-Line Winds, and Flooding	None	$33,087,157.62
4211	4/2/2015	Severe Winter Storm & Flooding	None	$28,739,512
4005	7/20/2011	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	None	$6,749,077
1974	5/1/2011	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	$8,596,963	$52,394,427

Disaster #	Dec. Date	Disaster Description	Individual Assistance ($)	Public Assistance ($)
1464	5/8/2003	Severe Storms, Tornadoes, and Flooding	Not available	Not available
1331	6/12/2000	Severe Storms, Tornadoes, and Flooding	Not available	Not available
1215	4/20/1998	Severe Storms, Tornadoes, and Flooding	Not available	Not available
424	4/4/1974	TN Tornadoes	Not available	Not available
366	3/21/1973	Heavy Rains, Flooding	Not available	Not available

Source: FEMA Disaster Declarations Summary, September 24, 2024
Note: Number of applications approved, and all dollar values represent totals for all counties in the state included in the disaster declaration.

Table 4-3 FEMA Emergency Declarations, Knox County

Disaster #	Dec. Date	Incident Type	Event Title/Description
EM-3473	03/12/2020	Biological	COVID-19
EM-3271	09/05/2005	Hurricane	Hurricane Katrina Evacuation
EM-3095	03/14/1993	Winter Storm	Severe Snowfall, Winter Storm

Source: FEMA Disaster Declarations Summary, September 24, 2024

4.4 HAZARD EVALUATION

Using the above information and additional discussion, the HMPC evaluated each hazard's significance to the planning area to decide which hazards to include in this plan update. Table 4-4 summarizes how and why the determination for each hazard was made.

Table 4-4 Hazard Evaluation

Hazard	Included in this Plan Update?	How Was Determination Made?	Why Was Determination Made?
Natural Hazards			
Dam/Levee Failure	Yes	- Review of the TN State HMP - Review of 2018 Knox County HMP - Review of South Carolina Dam Safety Program data	- Included in the 2018 Knox County HMP - There is 1 state-regulated dam within the County and 7 high hazard dams outside the County
Drought	Yes	- Review of the TN State HMP - Review of 2018 Knox County HMP - Review of U.S. Drought Monitor data	- Included in the 2018 Knox County HMP - The U.S. Drought Monitor recorded extreme to exceptional drought conditions within the last 20 years in Knox County.
Earthquake	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP - Review of USGS seismic hazard maps	- Included in the 2018 Knox County HMP - Knox County is within the Southern Appalachian Seismic Zone and the new Madrid Seismic Zone.

Hazard	Included in this Plan Update?	How Was Determination Made?	Why Was Determination Made?
Expansive Soils	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP	- Included in 2018 Knox County HMP
Extreme Temperature	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP - Data from Knoxville McGhee Tyson Airport	- Included in 2018 Knox County HMP - Based on data from the regional airport, Knox County experiences on average 36 days above 90 degrees each year (1950-2023) and 2.8 days below 10 degrees.
Land subsidence/sinkholes	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP - Review of USGS maps	- Included in 2018 Knox County HMP - The 1995 Investigation of Sinkhole Flooding Problems in Knoxville indicates that 15% of the City of Knoxville is built around or in sinkholes.
Landslides	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP - Review of past incidents	- Included in 2018 Knox County HMP - USGS indicates that Knox County contains land area that has high susceptibility and moderate incidence of landslides.
Flooding	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP - Review of NCEI data and disaster declarations	- Included in the 2018 Knox County HMP - From 2013 to 2023, Knox County experienced 44 records of flood or flash flood events.
Severe Storm (including Thunderstorm Wind, Hail & Lightning)	Yes	- Review of TN State HMP - Review of 2018 Knox County HMP - Review of NCEI data and disaster declarations	- Included in the 2018 Knox County HMP - NCEI records indicate that Knox County has experiences an average 4.3 events per year.
Tornado	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP	- Included in the 2018 Knox County HMP - NCEI records indicate that Knox County has experienced 15 tornados since 1950
Wildfire	Yes	- Review of TN State HMP - Review of 2018 Knox County HMP - Review of WUI data	- Included in the 2018 Knox County HMP - USFS indicates that Knox County contains wildland-urban interface area, where homes and communities are built near or among lands prone to wildfires.
Winter Storms	Yes	- Review of 2023 TN State HMP - Review of 2018 Knox County HMP - Review of NCEI data	- Included in the 2018 Knox County HMP - NCEI records indicate that Knox County has experienced an average of 1.33 winter storms/year.

4.5 HAZARD IDENTIFICATION RESULTS

Below is the final list of hazards selected by the HMPC for inclusion in this plan:

- Dam/Levee Failure
- Drought
- Earthquake
- Expansive Soils
- Extreme Temperature
- Land Subsidence/Sinkholes
- Landslides
- Flood
- Severe Storm
- Severe Winter Storm
- Tornado
- Wildfire
- Winter Storm

5 HAZARD RISK & VULNERABILITY ASSESSMENT

44 CFR §201.6(c)(2)(i): [The risk assessment shall include a] description of the…location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

44 CFR §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. Plans approved after October 1, 2008 must also address NFIP insured structures that have been repetitively damaged by floods. The plan should describe vulnerability in terms of:

A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;

(B): An estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate; and

(C): Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

This section describes and documents how Knox County met Step 4: Assess the Hazard, and Step 5: Assess the Problem from the 10-step planning process. It includes detailed hazard profiles with risk and vulnerability assessment data for each of the hazards identified in Section 4. It contains the following subsections:

Overview
- 5.1 Overview
- 5.2 Methodology
- 5.3 Asset Inventory

Natural Hazards
- 5.4 Dam/Levee Failure
- 5.5 Drought
- 5.6 Earthquake
- 5.7 Expansive Soils
- 5.7 Extreme Temperature
- 5.8 Land Subsistence & Sinkholes
- 5.9 Landslides
- 5.10 Flood
- 5.11 Severe Storm
- 5.12 Tornado
- 5.13 Wildfire
- 5.14 Winter Storm

Conclusions
- 5.15 Conclusions on Hazard Risk & Vulnerability

5.1 OVERVIEW

As defined by FEMA, risk is a combination of hazard, vulnerability, and exposure. "It is the impact that a hazard would have on people, services, facilities, and structures in a community and refers to the likelihood of a hazard event resulting in an adverse condition that causes injury or damage." This section presents detailed hazard profiles for each of the hazards identified in Section 4 as significant enough to warrant further evaluation. Each hazard profile includes a general description of the hazard, its location, extent, past occurrences, and the probability of future occurrences as well as a detailed vulnerability assessment

identifying the assets at risk and potential loss estimates. Each profile also includes specific items noted by members of the HMPC as they relate to unique historical or anecdotal hazard information for the planning area.

The hazard risk assessment includes all of Knox County and its incorporated municipalities, the City of Knoxville and Town of Farragut.

The risk assessment process identifies and profiles relevant hazards and assesses the exposure of lives, property, infrastructure, and other assets to these hazards. The process allows for a better understanding of the potential risks natural hazards pose in the county and provides a framework for developing and prioritizing mitigation actions to reduce risk from future hazard events. This risk assessment followed the methodology described in the FEMA publication Understanding Your Risks—Identifying Hazards and Estimating Losses (FEMA 386-2, 2002), which breaks the assessment down to a four-step process:

5.2 METHODOLOGY

The Disaster Mitigation Act of 2000 requires that the HMPC evaluate the risks associated with each of the hazards identified in the planning process. Each hazard was evaluated to determine where it may occur, the severity of potential events, records of past events, the probability of future occurrences, and potential impacts from the hazard. A vulnerability assessment was conducted for each hazard using quantitative and/or qualitative methods depending on the available data, to determine its potential to cause significant losses to life or property. A consequence analysis was also completed for each hazard. Each hazard is profiled in the following format:

HAZARD DESCRIPTION

This section provides a description of the hazard, including discussion of its duration and speed of onset or warning time, as well as any secondary effects followed by details specific to the planning area.

LOCATION

This section includes information on the hazard's physical extent, describing where the hazard can occur, with mapped boundaries where applicable.

EXTENT

This section includes information on the hazard extent in terms of its potential magnitude and describes how the severity of the hazard can be measured. Where available, the most severe event on record is used as a frame of reference.

HISTORICAL OCCURRENCES

This section contains information on historical events, including the location and consequences of past events on record within or near the planning area.

PROBABILITY OF FUTURE OCCURRENCE

This section gauges the likelihood of future occurrences based on past events and existing data. The frequency is determined by dividing the number of events observed by the number of years on record and multiplying by 100. This provides the percent chance of the event happening in any given year according to historical occurrence (e.g. 10 winter storm events over a 20-year period equates to a 50 percent chance of experiencing a severe winter storm in any given year). Unless otherwise noted in the hazard profile, a

20-year period of record is used for determining probability to provide a uniform definition of probability and to reflect current conditions, including recent trends driven by climate change. Longer timeframes are used for hazards with significantly longer average recurrence intervals, such as earthquake, or where data limitations otherwise restrict the period of record.

The likelihood of future occurrences is categorized into one of the classifications as follows:

- ***Highly Likely*** –100 percent chance of occurrence
- ***Likely*** – Between 10 and 100 percent chance of occurrence (recurrence interval of 10 years or less)
- ***Possible*** – Between 1 and 10 percent chance of occurrence (recurrence interval of 11 to 100 years)
- ***Unlikely*** – Less than 1 percent chance or occurrence within the next 100 years (recurrence interval of greater than every 100 years)

CLIMATE CHANGE

For profiles of natural hazards, this section provides a summary of how climate change may be expected to alter the hazard based on current available research. This section also addresses potential for other future conditions, such as changes in population and development, to affect the hazard.

REGIONAL CLIMATE CHANGE PROJECTIONS

Climate change refers to long-term shifts in temperature and weather patterns. Climate change can be due to natural internal processes or external forces such as modulations of the solar cycles, volcanic eruptions, and persistent anthropogenic changes in the composition of the atmosphere or in land use (IPCC, 2014). However, the recent and rapid warming of the earth that has been observed over the past century has been cause for concern, as this warming is due to the accumulation of human-caused greenhouse gases, such as CO_2, in the atmosphere (IPCC, 2007). Global average temperature is estimated to have increased by about 1 degree Celsius since the pre-industrial period, and it is currently increasing by about 0.2 degrees Celsius per decade. This global increase in temperatures is having broad range of effects on global, regional and local climates.

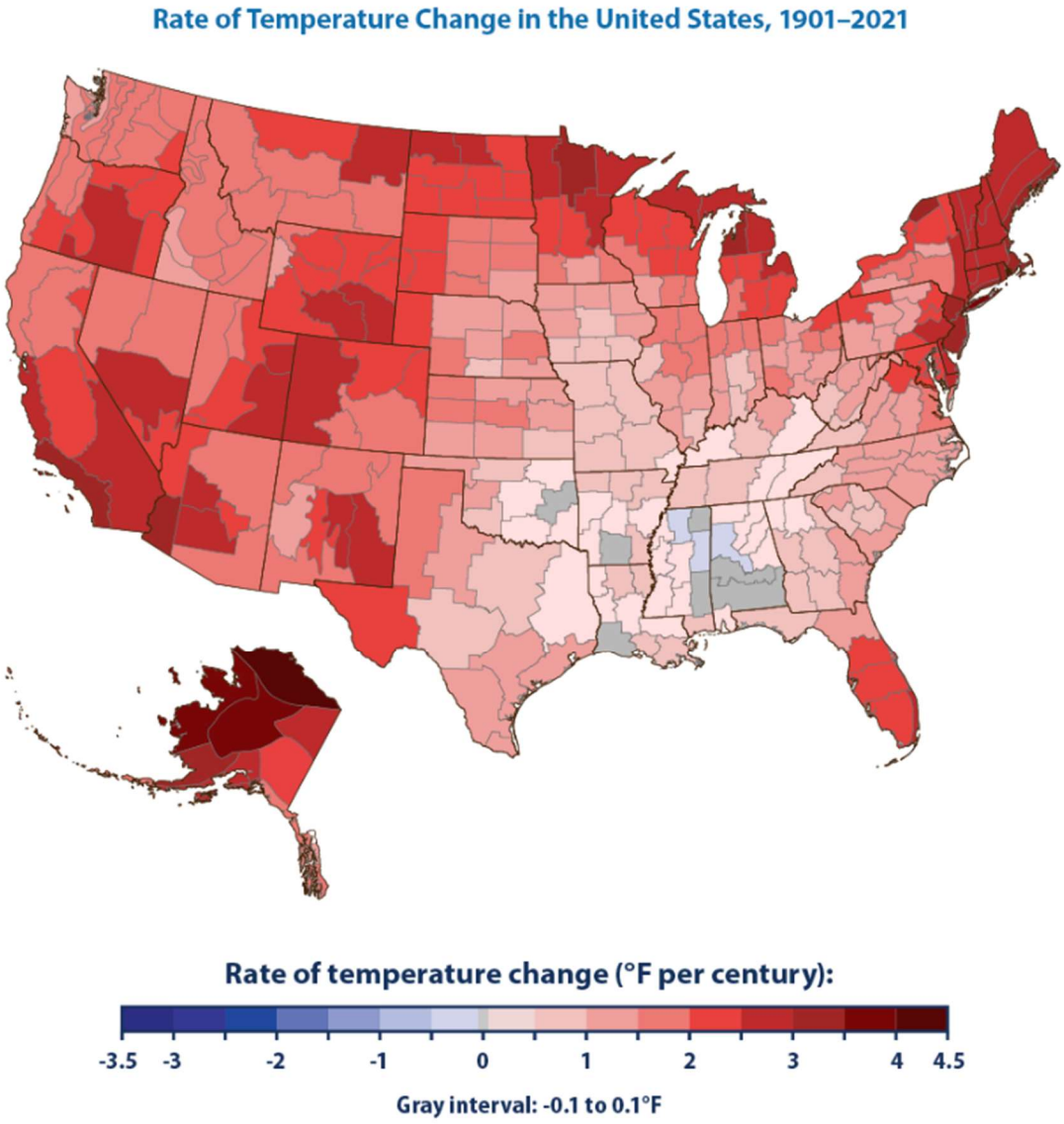
Since 1900, the average surface temperature across the contiguous 48 states has risen at an average rate of 0.17°F per decade. Average temperatures have risen more quickly since the late 1970s (0.32 to 0.55°F per decade since 1979). Nine of the top 10 warmest years on record for the contiguous 48 states have occurred since 1998, and six of the warmest years on record have all occurred since 2012 (NOAA NCEI, 2022).

According to the Fourth National Climate Assessment, the Southeast region experienced high annual average temperatures in the 1920s and 1930s, followed by cooler temperatures until the 1970s. Since then, annual average temperatures have warmed to levels above the 1930s. The decade of the 2010s through 2020s has been warmer in the Southeast than any previous decade both for average daily maximum and average daily minimum temperature. However, while temperatures have risen, East Tennessee and most of the Southeast has experienced less warming than northern states and the Mountain West. Figure 5-1, based on data from NOAA and prepared by the EPA, shows how annual average air temperatures have changed in different parts of the United States since 1901.

According to the IPCC, the extent of climate change effects on individual regions will vary over time and with the ability of different societal and environmental systems to mitigate or adapt to change. The Fourth National Climate Assessment explains that “throughout the southeastern United States, the impacts of sea level rise, increasing temperatures, extreme heat events, heavy precipitation, and decreased water availability continue to have numerous consequences for human health, the built environment, and the natural world.” It can reasonably be assumed that the following climate risks could impact Knox County planning area: 1) increasing temperatures; 2) increasing frequency and strength of severe weather events;

and 3) more heavy rain/flooding. A discussion of the effect of these climate risks on the individual hazards profiled in this plan has been included in the Probability of Future Occurrence section for each hazard as applicable.

Figure 5-1 Rate of Temperature Change, 1901 - 2021



Source: NOAA, Climate at a Glance, 2022, https://www.ncdc.noaa.gov/cag

CONSEQUENCE ANALYSIS

This section discusses how the hazard may impact people, first responders, continuity of operations, the built environment, the natural environment, the local economy, and public confidence in local governance.

VULNERABILITY ASSESSMENT

The Disaster Mitigation Act regulations require that the HMPC evaluate the risks associated with each of the hazards identified in the planning process. This section summarizes the possible impacts and quantifies Knox County vulnerability to each hazard. People, properties and critical facilities, and environmental assets that are vulnerable to the hazard are identified.

The vulnerability assessments followed the methodology described in the FEMA publication Understanding Your Risks—Identifying Hazards and Estimating Losses (August 2001). The vulnerability assessment first describes the total vulnerability and values at risk and then discusses vulnerability by hazard. Data used to support this assessment included the following:

- Geographic Information System (GIS) datasets, including Knox County parcel data and building point data from 2022, topography, transportation layers, and critical facility and infrastructure locations;
- Hazard layer GIS datasets from state and federal agencies indicating risk and/or past occurrences;
- Written descriptions of inventory and risks provided by the 2018 South Carolina Hazard Mitigation Strategy;
- Written descriptions of inventory and risks provided by the 2018 Knox County Hazard Mitigation Plan; and
- Exposure and vulnerability estimates derived using local parcel data.

Two distinct risk assessment methodologies were used in the formation of this vulnerability assessment. The first consists of a ***quantitative*** analysis that relies upon best available data and technology, while the second approach consists of a somewhat ***qualitative*** analysis that relies on local knowledge and rational decision making. The quantitative analysis involved the use of the most recent version of Hazards U.S. Multi-Hazard (Hazus) software, a nationally applicable standardized set of models available from FEMA for estimating potential losses from earthquakes, floods, and hurricanes.

Hazus uses a statistical approach and mathematical modeling of risk to predict a hazard's frequency of occurrence and estimated impacts based on recorded or historic damage information. The Hazus risk assessment methodology is parametric, in that distinct hazard and inventory parameters—such as wind speed and building type—were modeled using the Hazus software to determine the impact on the built environment.

Vulnerability can be quantified in those instances where there is a known, identified hazard area, such as a mapped floodplain. In these instances, the numbers and types of buildings subject to the identified hazard can be counted and their values tabulated. Exposure of other valued assets in the hazard area, such as the location of critical facilities and infrastructure, historic resources, and valued natural resources (e.g., an identified wetland or endangered species habitat), can also be estimated. Together, this information conveys the vulnerability of that area to that hazard. Knox County's GIS-based risk assessment was completed using data collected from local, regional and national sources.

CHANGES IN DEVELOPMENT

This section describes how changes in development have impacted vulnerability since the last plan was adopted. Future development is also discussed in this section, including how exposure to the hazard may change in the future or how development may affect hazard risk.

KEY ISSUES

This section summarizes key mitigation planning concerns related to this hazard. Where possible, problem statements are provided at a jurisdictional level.

5.2.1 PRIORITY RISK INDEX

The conclusions drawn from the hazard profiling and vulnerability assessment process are used to prioritize all potential hazards to the Knox County planning area.

The findings from the above sections of the hazard profiles are summarized using the Priority Risk Index (PRI) to score and rank each hazard's significance to the planning area. The PRI provides a standardized numerical value so that hazards can be compared against one another (the higher the PRI value, the greater the hazard risk). PRI values are obtained by assigning varying degrees of risk in five categories (probability, impact, spatial extent, warning time, and duration). Each degree of risk is assigned a value (1 to 4) and a weighting factor as summarized in Table 5-1.

Table 5-1 Priority Risk Index

ASSESSMENT CATEGORY	LEVEL	DEGREE OF RISK CRITERIA	INDEX	WEIGHT
PROBABILITY What is the likelihood of a hazard event occurring in a given year?	**UNLIKELY**	LESS THAN 1% ANNUAL PROBABILITY	**1**	**30%**
	POSSIBLE	BETWEEN 1 & 10% ANNUAL PROBABILITY	**2**	
	LIKELY	BETWEEN 10 &100% ANNUAL PROBABILITY	**3**	
	HIGHLY LIKELY	100% ANNUAL PROBABILTY	**4**	
IMPACT In terms of injuries, damage, or death, would you anticipate impacts to be minor, limited, critical, or catastrophic when a significant hazard event occurs?	**MINOR**	VERY FEW INJURIES, IF ANY. ONLY MINOR PROPERTY DAMAGE & MINIMAL DISRUPTION ON QUALITY OF LIFE. TEMPORARY SHUTDOWN OF CRITICAL FACILITIES.	**1**	**30%**
	LIMITED	MINOR INJURIES ONLY. MORE THAN 10% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES FOR > 1 DAY	**2**	
	CRITICAL	MULTIPLE DEATHS/INJURIES POSSIBLE. MORE THAN 25% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES FOR > 1 WEEK.	**3**	
	CATASTROPHIC	HIGH NUMBER OF DEATHS/INJURIES POSSIBLE. MORE THAN 50% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES > 30 DAYS.	**4**	
SPATIAL EXTENT How large of an area could be impacted by a hazard event? Are impacts localized or regional?	**NEGLIGIBLE**	LESS THAN 1% OF AREA AFFECTED	**1**	**20%**
	SMALL	BETWEEN 1 & 10% OF AREA AFFECTED	**2**	
	MODERATE	BETWEEN 10 & 50% OF AREA AFFECTED	**3**	
	LARGE	BETWEEN 50 & 100% OF AREA AFFECTED	**4**	
WARNING TIME Is there usually some lead time associated with the hazard event? Have warning measures been implemented?	**MORE THAN 24 HRS**	SELF DEFINED	**1**	**10%**
	12 TO 24 HRS	SELF DEFINED	**2**	
	6 TO 12 HRS	SELF DEFINED	**3**	
	LESS THAN 6 HRS	SELF DEFINED	**4**	
DURATION How long does the hazard event usually last?	**LESS THAN 6 HRS**	SELF DEFINED	**1**	**10%**
	LESS THAN 24 HRS	SELF DEFINED	**2**	
	LESS THAN 1 WEEK	SELF DEFINED	**3**	

ASSESSMENT CATEGORY	LEVEL	DEGREE OF RISK CRITERIA	INDEX	WEIGHT
	MORE THAN 1 WEEK	SELF DEFINED	**4**	

The sum of all five risk assessment categories equals the final PRI value, demonstrated in the equation below (the lowest possible PRI value is a 1.0 and the highest possible PRI value is 4.0).

PRI = (PROBABILITY x .30) + (IMPACT x .30) + (SPATIAL EXTENT x .20) + (WARNING TIME x .10) + (DURATION x .10)

The purpose of the PRI is to categorize and prioritize all potential hazards for the Knox County planning area as high, moderate, or low risk. This process and these criteria allowed the HMPC to focus on the hazards of greatest significance and to prioritize mitigation actions appropriately, allowing Knox County to focus resources where they are most needed

PRI ratings are provided by category throughout each hazard profile for the planning area as a whole. Ratings specific to each jurisdiction are provided at the end of each hazard profile. The results of the risk assessment and overall PRI scoring are provided in Section 5.19 Conclusions on Hazard Risk.

5.3 ASSET INVENTORY

An inventory of assets was compiled to identify the total count and value of property exposure in Knox County. This asset inventory serves as the basis for evaluating exposure and vulnerability by hazard. Assets identified for analysis include buildings, critical facilities, and critical infrastructure. Building exposure was estimated by summarizing building point data and tax parcel data provided by Knox County. Critical facilities were provided by Knox County GIS and were compiled alongside facilities identified by the individual municipalities.

For all non-spatially defined hazards, this full asset inventory represents the extent of property exposed to risk. For spatially defined hazards, property exposure is detailed in the hazard profile.

5.3.1 BUILDING EXPOSURE

Table 5-3 provides building exposure by jurisdiction according to the 2022 National Structure Inventory (NSI) from the US Army Corps of Engineers (USACE). All occupancy types were summarized into the following categories: Agriculture, Commercial, Education, Government, Industrial, Religious, and Residential. Where occupancy was not provided, residential occupancy was assumed.

Content value estimations were based on the FEMA Hazus methodology of estimating value as a percent of improved structure values by property type. The residential property type assumes a content replacement value equal to 50% of the building value. Agricultural, commercial, education, government, and religious property types assume a content replacement value equal to 100% of the building value. The industrial property type assumes a content replacement value equal to 150% of the building value.

Table 5-3 Knox County Building Exposure by Jurisdiction and Occupancy

Occupancy	Building Count	Structure Value	Estimated Content Value	Total Value
Town of Farragut	**9,063**	**$3,291,267,612**	**$2,099,716,613**	**$5,390,984,225**
Agriculture	25	$9,373,626	$9,373,626	$18,747,252
Commercial	634	$550,939,093	$593,988,138	$1,144,927,231
Education	8	$67,638,273	$67,638,273	$135,276,545
Government	4	$3,606,663	$4,056,091	$7,662,754

Occupancy	Building Count	Structure Value	Estimated Content Value	Total Value
Industrial	87	$57,948,489	$79,864,298	$137,812,787
Religious	51	$87,830,910	$87,830,910	$175,661,820
Residential	8,254	$1,256,965,277	$1,256,965,277	$3,770,895,835
City of Knoxville	**71,554**	**$23,408,757,373**	**$19,145,710,243**	**$42,554,467,616**
Agriculture	104	$43,258,575	$43,258,575	$86,517,150
Commercial	8,061	$9,231,549,314	$9,743,716,399	$18,975,265,713
Education	166	$630,953,941	$639,412,647	$1,270,366,588
Government	149	$370,903,902	$402,211,895	$773,115,797
Industrial	1,473	$1,528,109,517	$2,087,800,111	$3,615,909,629
Religious	750	$854,639,105	$854,639,105	$1,709,278,210
Residential	60,851	$10,749,343,017	$5,374,671,510	$16,124,014,528
Unincorporated Knox County	**104,793**	**$27,564,010,301**	**$18,070,221,869**	**$91,153,648,983**
Agriculture	152	$57,407,678	$57,407,678	$114,815,356
Commercial	4,288	$4,212,909,416	$4,398,114,760	$8,611,024,176
Education	117	$715,958,078	$751,841,917	$1,467,799,995
Government	38	$29,003,757	$32,609,093	$61,612,850
Industrial	1,358	$1,458,046,394	$2,035,174,319	$3,493,220,714
Religious	494	$499,463,231	$499,463,231	$998,926,461
Residential	98,346	$20,591,221,747	$10,295,610,870	$30,886,832,617
Countywide Totals	185,410	$54,264,035,286	$39,315,648,725	$93,579,684,010
Agriculture	281	$110,039,879	$110,039,879	$220,079,759
Commercial	12983	$13,995,397,823	$14,735,819,298	$28,731,217,121
Education	291	$1,414,550,292	$1,458,892,837	$2,873,443,129
Government	191	$403,514,322	$438,877,079	$842,391,402
Industrial	2918	$3,044,104,401	$4,202,838,729	$7,246,943,130
Religious	1295	$1,441,933,246	$1,441,933,246	$2,883,866,491
Residential	167451	$33,854,495,322	$16,927,247,657	$50,781,742,979

Source: NSI

5.3.2 CRITICAL FACILITIES AND INFRASTRUCTURE EXPOSURE

Of significant concern with respect to any disaster event is the location of critical facilities and infrastructure in the planning area. For this plan update, critical facilities and infrastructure in Knox County were categorized based on FEMA Community Lifelines. FEMA Lifelines are defined as facilities that "enable the continuous operation of critical government and business functions and [are] essential to human health and safety or economic security." Lifelines fall within the following categories:

- Safety and Security
- Food, Water, Shelter
- Health and Medical
- Energy
- Communications
- Transportation
- Hazardous Materials

Detailed lists of critical facilities and critical infrastructure are provided by their location in each jurisdictional annex. Critical facilities and infrastructure assessed in this risk assessment were identified by

Knox County Emergency Management and supplemented with data from Knox County GIS Department. Some additional critical facilities and infrastructure were identified by individual municipalities.

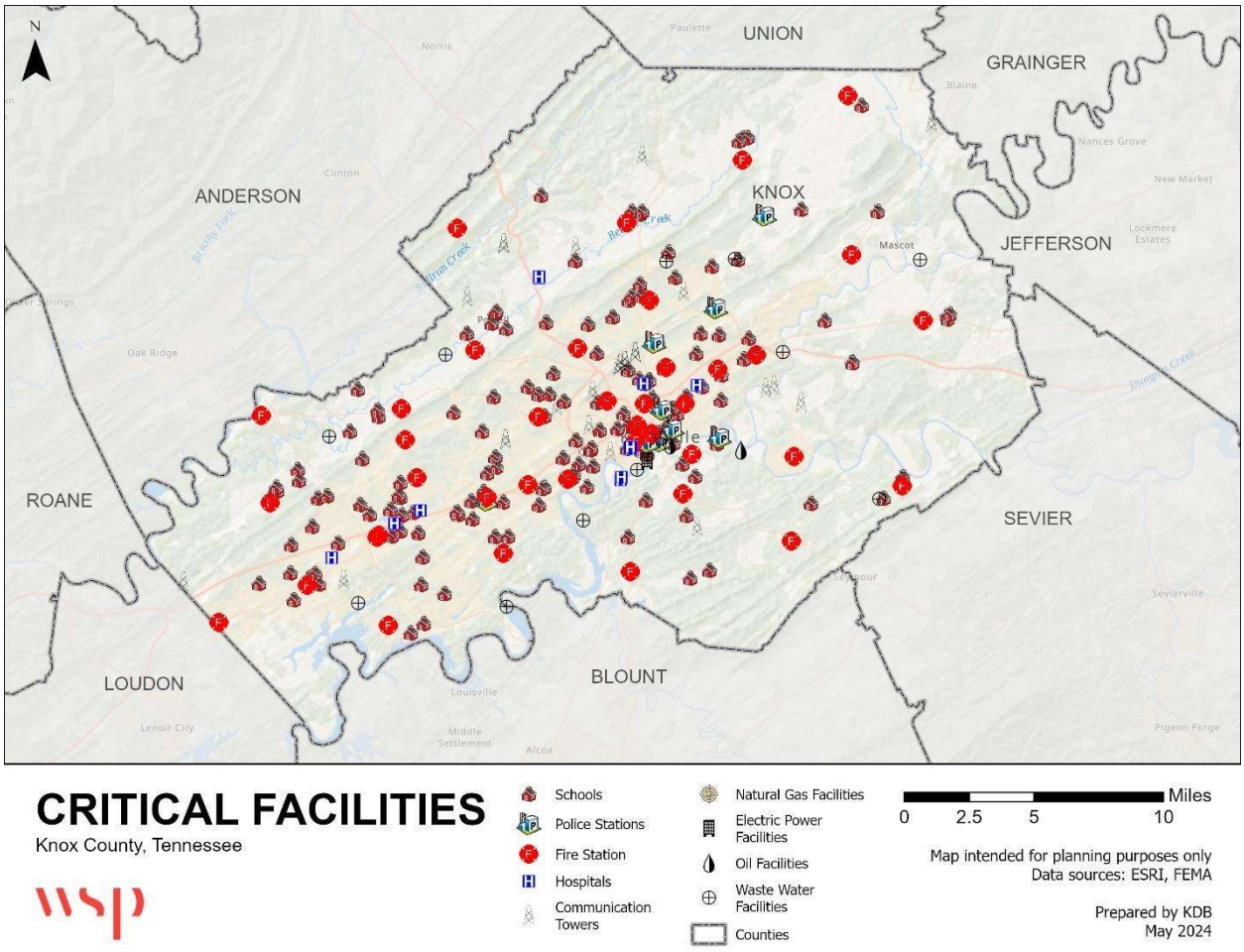
Table 5-4 summarizes all identified critical facilities and infrastructure by their location and FEMA lifeline category. A map of these facilities is provided in Table 5-4.

Table 5-4 Summary of Critical Facilities by FEMA Lifeline

	Jurisdiction		
Lifeline	**Knox County**	**City of Knoxville**	**Town of Farragut**
Safety & Security	48	26	2
Food, Water & Shelter	12	4	0
Health & Medical	12	9	1
Energy	1	1	0
Communications	32	23	1
Hazardous Materials	2	2	0
Total	107	65	4

Note: The jurisdiction association listed in the table above only reflects a facility's location. Critical facilities and infrastructure may be County maintained but located within the boundaries of an incorporated municipality.

Figure 5-2 Critical Facilities in Knox County



5.4 DAM FAILURE

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Dam/Levee Failure	Unlikely	Limited	Small	More than 24 hrs	Less than 1 week	1.7

HAZARD DESCRIPTION

Dam Failure

A dam is a barrier constructed across a watercourse that stores, controls, or diverts water. Dams are usually constructed of earth, rock, concrete, or mine tailings. The water impounded behind a dam is referred to as the reservoir and is measured in acre-feet. One acre-foot is the volume of water that covers one acre of land to a depth of one foot. Dams can benefit farmland, provide recreation areas, generate electrical power, and help control erosion and flooding issues. A dam failure is the collapse or breach of a dam that causes downstream flooding. Dam failures may be caused by natural events, human-caused events, or a combination. Dam failures are of particular concern because the water released by a failed dam generates tremendous energy and can cause a flood that is catastrophic to life and property, especially if the structure is breached or significantly damaged. Failure can result in the release of the reservoir contents—this can include water, mine wastes, or agricultural refuse—causing negative impacts upstream or downstream or at locations far from the dam. Negative impacts of primary concern are loss of human life, property damage, lifeline disruption, and environmental damage.

Dam failures can result from any one or a combination of the following:

- Prolonged periods of rainfall and flooding
- Inadequate spillway capacity, resulting in excess overtopping flows
- Internal erosion caused by embankment or foundation leakage or piping
- Poor operation or improper maintenance, including failure to remove trees, repair internal seepage problems, replace lost material from the cross-section of the dam and abutments, or maintain gates, valves, and other operational components
- Improper design, including the use of improper construction materials and construction practices
- Negligent operation, including the failure to remove or open gates or valves during high flow periods
- Failure of upstream dams on the same waterway
- High winds from severe storms, which can cause significant wave action and result in substantial erosion

There is generally very little warning time. A failure resulting from heavy rains and flash flooding can occur within hours of the first signs of breaching. Due to the lack of advance warning, failures resulting from natural events, such as earthquakes, landslides, or heavy rainfall and flooding may be particularly severe. Depending on the cause, other failures and breaches can take much longer to occur, from days to weeks. The duration of the flood will vary but may last as long as a week.

Warning Time: 1 – More than 24 hours

Duration: 3 – Less than 1 week

LOCATION

Dam Failure

According to the National Inventory of Dams, Knox County has one state-regulated dam, the Victor Ashe Dam, located within the City of Knoxville. In addition, outside and upstream of Knox County, there are seven federal dams regulated by the Tennessee Valley Authority (TVA) that could impact portions of the

planning area in the event of failure. However, because these dams are located outside of the county, the area impacted in Knox County would be minimal.

Spatial Extent: 2 – Small

Table 5-5 Dams in Knox County

Dam Name	NIDID	Height (Ft.)	Storage (acre-feet)	Owner	Primary Purpose	Hazard Category
Victor Ashe Dam	TN09301	30	25	City of Knoxville	Recreation	Significant

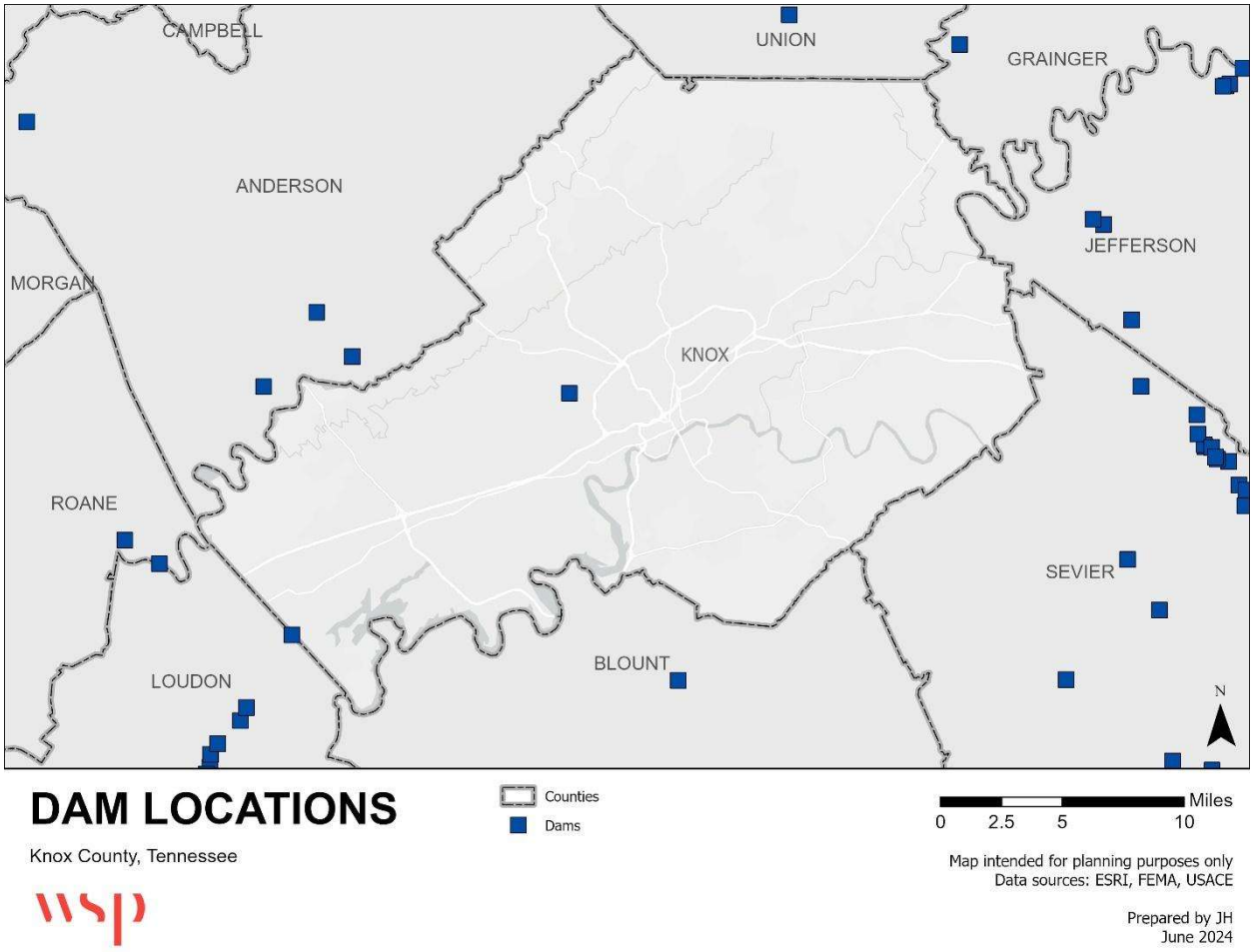
Source: National Inventory of Dams, September 2024

Table 5-6 Upstream Federal Dams

Dam Name	NIDID	Height (Ft.)	Storage (acre-feet)	Owner	Primary Purpose	Hazard Category
Cherokee Dam	TN08903	175	1,699,431	TVA	Flood Risk Reduction	High
Douglas Dam	TN15501	202	1,626,060	TVA	Flood Risk Reduction	High
Fort Patrick Henry Dam	TN16307	95	31,728	TVA	Flood Risk Reduction	High
Boone Dam	TN16306	160	216,147	TVA	Flood Risk Reduction	High
South Holston Dam	TN16305	285	890,367	TVA	Flood Risk Reduction	High
Norris Dam	TN01302	265	3,363,168	TVA	Flood Risk Reduction	High
Watauga Dam	TN01903	332	751,557	TVA	Flood Risk Reduction	High

Source: National Inventory of Dams, September 2024

Figure 5-3 Dam Locations in Knox County Region



EXTENT

Dam Failure

The "hazard potential" of a dam is based on the consequences of failure, meaning the probable damage in terms of loss of human life or damage that would occur if the structure failed. Dams are assigned one of three categories based on their hazard potential:

Class 1 – High Hazard: Dam failure would likely result in loss of life
Class 2 – Significant: Dam failure wouldn't likely result in loss of like but property, roads, and other key infrastructure would be damaged.
Class 3 – Low Hazard: Dams failure may cause minimal property damage to others. Loss of life is not expected.

The classification of the regulated dams guides design flood that the dam spillway must pass, sets the need for an Emergency Action Plan, and establishes the frequency that Tennessee State Dam Program staff will inspect the dam. Based on these criteria there are 0 high hazard dams in Knox County. Knox County's only dam, the Victor Ashe Dam, is classified as significant. Therefore, its failure is not anticipated to result in loss of life.

While Knox County does not contain a high hazard dam, there are high hazard dams located upstream in other counties. If these dams were to fail, they could impact Knox County. An important consideration related to dam failure risk is the age and condition of existing dams. While age does not equate to hazard potential, according to the 2021 Report Card for America's Infrastructure, it does indicate that many dams were not built to current standards and/or may require rehabilitation or other action to ensure their continued safe operation. Dam failure may be more likely in structures that need maintenance.

Some risk of dam failure can be mitigated by having an Emergency Action Plan (EAP) in place that help dam owners and emergency managers to coordinate on mitigation of risk for downstream residents and structures. EAPs contain important information about notification protocols, breach analyses, and actions to take if the dam is near failure or has failed. EAPs will serve as a plan for evacuation for each high hazard dam. High hazard dams upstream from Knox County have current EAPs as shown in Table 5-7.

Because Knox County has only one dam that is classified as significant and high hazard dams upstream are frequently inspected and have updated EAPs, the impact of dam failure is limited.

Impact: 2 – Limited

Table 5-7 Condition Assessment and EAP Status of High Hazard Dams Upstream from Knox County

Dam Name	Year Completed	Condition Assessment	Last Inspection Date	EAP Last Revision Date
Cherokee Dam	1941	Not available	03/31/2021	07/31/2020
Douglas Dam	1943	Not available	02/13/2020	07/31/2020
Fort Patrick Henry Dam	1953	Not available	05/17/2021	07/31/2020
Boone Dam	1952	Not available	03/22/2021	07/31/2020
South Holston Dam	1950	Not available	10/14/2020	07/31/2020
Norris Dam	1936	Not available	09/22/2020	07/31/20202
Watauga Dam	1948	Not available	03/26/2020	07/31/2020

Source: National Inventory of Dams

HISTORICAL OCCURRENCES

There is no record of a significant dam failure occurring within Knox County or impacting the planning area.

PROBABILITY OF FUTURE OCCURRENCE

Based on the lack of past occurrences, the probability of future dam failure is unlikely. However, in the case of structural failures, historical occurrence is not a good indicator of future probability. Because Knox County has no high hazard dams located within its boundaries, and the dams located upstream are regularly inspected and have EAPs, the likelihood of an event impacting the planning area is considered low.

Probability: 1 – Unlikely

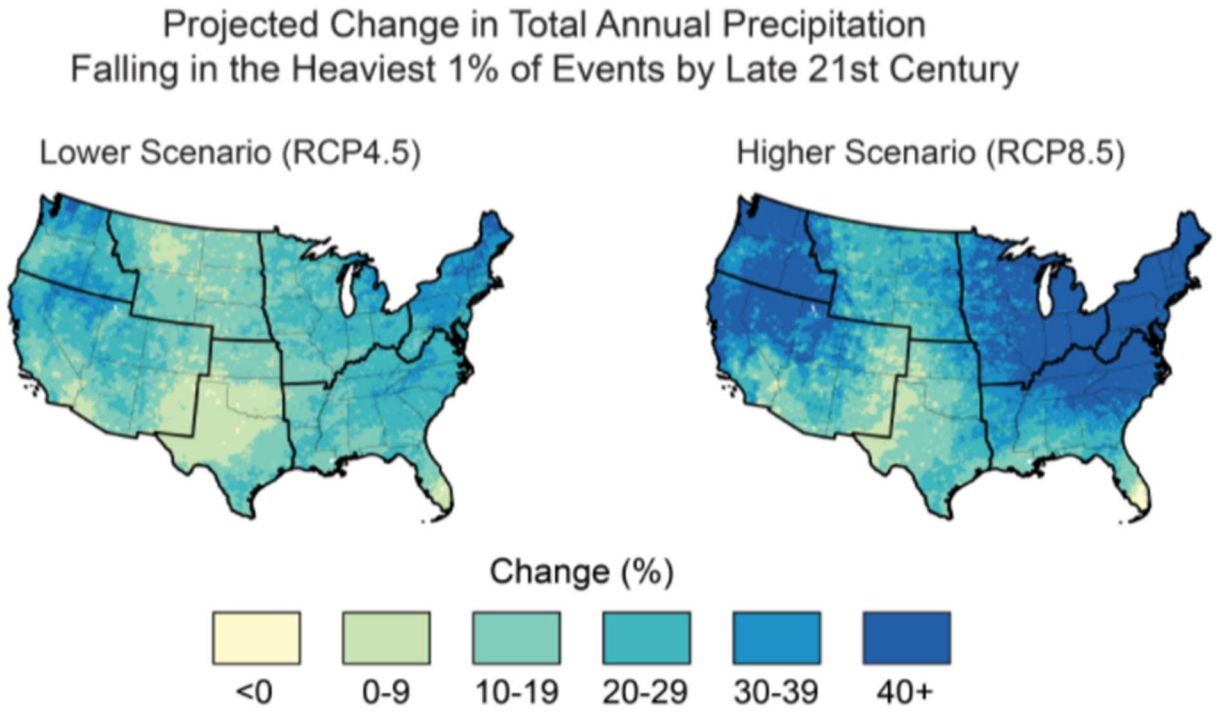
CLIMATE CHANGE

A study from the Norwegian University of Science and Technology was conducted to investigate the impact of climate change scenarios on hydropower dam safety with a focus on impacts related to changes in precipitation and flood. Climate change projections suggest that precipitation may increase and occur in more extreme events, which may increase risk of flooding, putting stress on dams and increasing likelihood of dam failure. This study evaluated changes in design floods and concluded that outflow floods and flood water levels will increase in the future, the total hydrological failure probability of a dam will increase, and the extent and depth of flood waters will increase by the future dam break scenario (Chernet et al. 2014).

A study on the impacts of climate change on dams and reservoirs produced for the UK Department of Environment, Food and Rural Affairs indicates that concrete and masonry dams may be relatively resilient to climate change, but earthen embankments are most likely to be vulnerable to climate change because their structure may be weakened by increased erosion, more extreme fluctuations in water levels, and changes in vegetation and prolonged drying during hot weather. Increasing frequency and size of flows as well as increases in debris and vegetation may also increase vulnerability (Atkins, 2013).

There were no studies available on the local impacts of climate change on dams in Knox County or Tennessee, however, these international studies can be taken as an indication that the risk of dam failure may increase in the future. Heavy rainfall events are projected to become more intense by the late 21st century, as shown in Figure 5-4. Therefore, conditions conducive to dam failure may occur more frequently as well.

Figure 5-4 Projected Change in Heavy Rainfall Events



Source: Fourth National Climate Assessment

CONSEQUENCE ANALYSIS

Factors that influence the potential severity of a full or partial dam failure are the amount of water impounded; the density, type, and value of development and infrastructure located downstream; and the speed of failure.

Category	Consequences
Public	Major casualties and loss of life could result. Impacts to life safety will depend on the warning time and the resources available to notify and evacuate the public. Localized impact expected to be severe for inundation area and moderate to light for other adversely affected areas. While impacts will mirror those of a flood event, residents who might be impacted by a dam/levee failure may believe themselves to be protected from flood events and may not anticipate the event.
Responders	Response capabilities may be challenged as responders will likely need to attempt to assist residents who are trapped in their homes or in flood waters. Responders may have difficulty accessing homes or other structures where support is needed.
Continuity of Operations (including Continued Delivery of Services)	Damage to facilities/personnel in the inundation area may require temporary relocation of some operations. Localized disruption of roads and/or utilities may postpone delivery of some services. Overall continuity of operations is unlikely to be affected as the event would likely be localized and most operations facilities are not at risk.
Property, Facilities and Infrastructure	Localized impact to facilities and infrastructure in the inundation area of the incident. Potentially catastrophic damages to roads, bridges, and homes are possible. Localized power outages could occur. Natural gas distribution networks may be damaged. Phone and internet systems could be impacted on a local scale.
Environment	Localized impact expected to be severe for inundation area and moderate to light for other adversely affected areas. Consequences include erosion, water quality

Category	Consequences
	degradation, wildlife displacement or destruction, and habitat destruction. Ecosystems and habitats in the affected river/stream/lake could be destroyed.
Economic Condition of the Jurisdiction	Local economy and finances may be adversely affected, possibly for an extended period of time, depending on damage extent.
Public Confidence in the Jurisdiction's Governance	Localized impact expected to adversely affect only the dam owner and local entities. A catastrophic failure could result in more widespread loss of public confidence. Residents may view a dam/levee failure as a failure of government to property regulate and control the dam/levee.

VULNERABILITY ASSESSMENT

Population at risk and property at risk could not be estimated at this time. However, inundation mapping is not currently available for the planning area.

PEOPLE

A person's immediate vulnerability to a dam failure is directly associated with the person's distance downstream of the dam as well as proximity to the stream carrying the floodwater from the failure. For dams that have an Emergency Action Plan (EAP), the vulnerability of loss of life for persons in their homes or on their property may be mitigated by following the EAP evacuation procedures. According to NID records, an estimated 100% percent of high hazard dams upstream from the planning area have an Emergency Action Plan. However, even if they can evacuate in time, displaced persons may still incur sheltering costs.

PROPERTY

DAM FAILURE

No dam inundation area data could be obtained for analysis; therefore, property exposure could not be estimated for each dam. There are no historical dam failures in the County with which to estimate annualized loss.

In general, vulnerability of the built environment includes damage to the dam itself and any structures located within the inundation area caused by the dam failure. Downstream of the dam, vulnerability includes potential damage to homes, personal property, commercial buildings and property, and government owned buildings and property. Destruction of bridge or culvert crossings; weakening of bridge supports through scour; and damage or destruction of public or private infrastructure that cross the stream such as water and sewer lines, gas lines and power lines can also occur. Interruption of roads, bridges, and utility service can prevent continuity of some operations and cause economic loss. There could also be costs associated with the loss of operations of a dam in addition to the cost to rebuild the dam to higher standards. Water dependent structures on the lake upstream of the dam, such as docks/piers, floating structures, or water intake structures, may be damaged by the rapid reduction in water level during the failure.

ENVIRONMENT

Aquatic species within the reservoir of the dam will either be displaced or destroyed. The velocity of the flood wave will likely destroy downstream riparian and instream vegetation and destroy wetland function. The flood wave can cause erosion within and adjacent to the stream. Deposition of eroded deposits may choke instream habitat or disrupt riparian areas. Sediments within the lake bottom and any low oxygen water from within the lake will be dispersed, potentially causing fish kills or releasing heavy metals found in the lake sediment layers. Upstream impacts may also occur, as headward erosion may change channel

morphology, potentially causing degradation and habitat loss, at least temporarily until long-term equilibrium can be reestablished.

CHANGES IN DEVELOPMENT

Development downstream of dams can significantly increase exposure. Dams are rated based on the potential impact of their failure. As development occurs, exposure downstream of a significant hazard dam may increase to the point that the dam should be rated as a high hazard dam and require the associated Emergency Action Plan and more regular inspections. However, because inspections of significant hazard dams occur less frequently, there may be a delay in recognizing and acting on increases in risk.

It is also important to note that many residents of existing and new development may not know that they are located downstream of a dam.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes dam failure risk by jurisdiction. The three jurisdictions share similar risk. However, because Farragut does not contain a dam and is located farther away from upstream dams, it received the lowest risk score for impact and spatial extent.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	1	1	1	1	3	1.2	L
Knoxville	1	2	2	1	3	1.7	L
Unincorporated Knox County	1	2	2	1	3	1.7	L

5.5 DROUGHT

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Drought	Possible	Limited	Small	More than 24 hrs	More than 1 week	2.1

HAZARD DESCRIPTION

Drought is a deficiency in precipitation over an extended period. It is a normal, recurrent feature of climate that occurs in virtually all climate zones. The duration of a drought varies widely. There are cases when drought develops relatively quickly and lasts a very short period of time, exacerbated by extreme heat and/or wind, and there are other cases when drought spans multiple years, or even decades. Studying the paleoclimate record is often helpful in identifying when long-lasting droughts have occurred. Common types of drought are detailed below in Table 5-8.

Table 5-8 Types of Drought

Type	Details
Meteorological Drought	Meteorological Drought is based on the degree of dryness (rainfall deficit) and the length of the dry period.
Hydrological Drought	Hydrological Drought is based on the impact of rainfall deficits on the water supply such as stream flow, reservoir and lake levels, and ground water table decline.
Agricultural Drought	Agricultural Drought is based on the impacts to agriculture by factors such as rainfall deficits, soil water deficits, reduced ground water, or reservoir levels needed for irrigation.
Socioeconomic Drought	Socioeconomic drought is based on the impact of drought conditions (meteorological, agricultural, or hydrological drought) on supply and demand of some economic goods. Socioeconomic drought occurs when the demand for an economic good exceeds supply as a result of a weather-related deficit in water supply.

The wide variety of disciplines affected by drought, its diverse geographical and temporal distribution, and the many scales drought operates on make it difficult to develop both a definition to describe drought and an index to measure it. Many quantitative measures of drought have been developed in the United States, depending on the discipline affected, the region being considered, and the particular application.

The **U.S. Drought Monitor** provides a summary of drought conditions across the United States and Puerto Rico. Often described as a blend of art and science, the Drought Monitor map is updated weekly by combining a variety of data-based drought indices and indicators and local expert input into a single composite drought indicator.

The **Palmer Drought Severity Index** (PDSI) is a measure of meteorological drought devised in 1965 and was the first drought indicator to assess moisture status comprehensively. It uses temperature and precipitation data to calculate water supply and demand, incorporates soil moisture, and is considered most effective for unirrigated cropland. It primarily reflects long-term drought and has been used extensively to initiate drought relief. It is more complex than the Standardized Precipitation Index (SPI) and the Drought Monitor. One benefit of the PDSI is that it can capture impacts of climate change on drought because it accounts for key measures in evapotranspiration.

The **Standardized Precipitation Index** (SPI) is a way of measuring drought that, like the PDSI, is negative for drought and positive for wet conditions. However, the SPI is a probability index that considers only precipitation, while Palmer's indices are water balance indices that consider water supply (precipitation), demand (evapotranspiration) and loss (runoff).

By definition, drought develops and worsens over a period of time. It inherently has a slow speed of onset and a long duration. Additionally, due to the variety of indices for tracking drought, there is significant time to issue hazard warnings. Drought warnings can be regularly updated and allow for response to escalate depending on the severity of conditions.

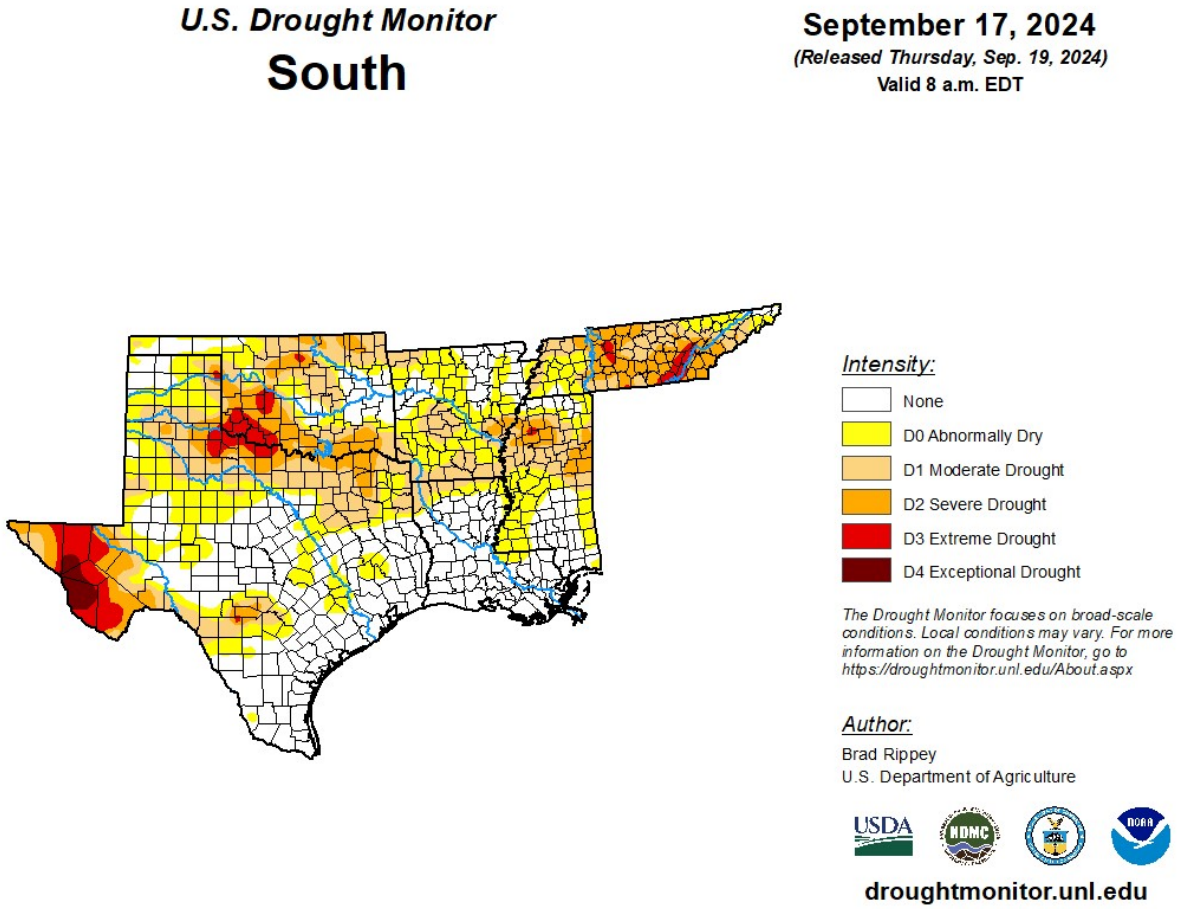
Warning Time: 1 – More than 24 hours

Duration: 4 – More than one week

LOCATION

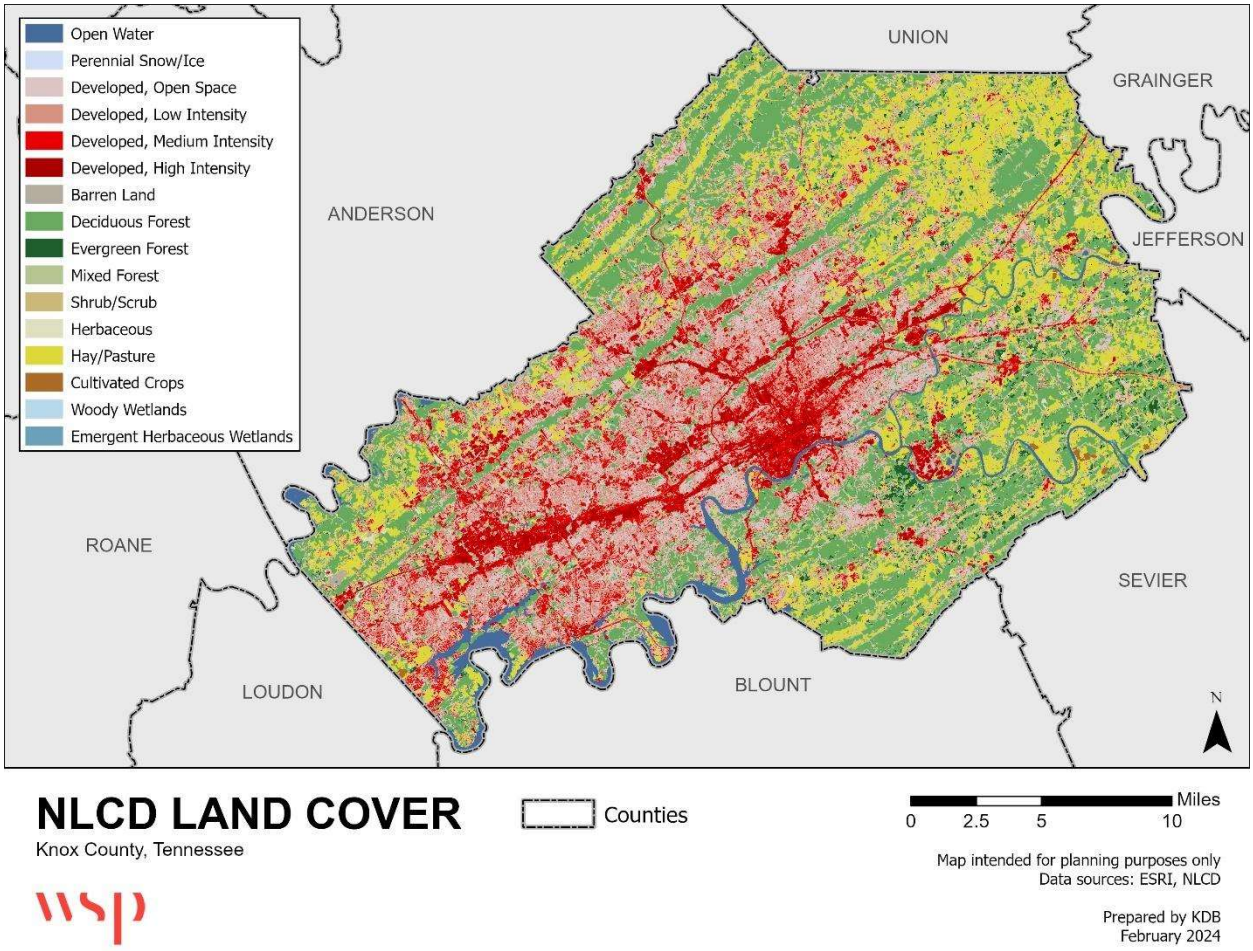
Drought is a regional hazard that can cover the entire planning area, and in some cases the entire state. The U.S. Drought Monitor map shown in Figure 5-5 below, depicts the current week's (September 17, 2024) drought conditions. According to the map, the Knox County region is experiencing moderate drought conditions. Conditions can change quickly and are not confined to geographic or political boundaries. As a result, some areas may experience more severe drought events than what is shown on the map, and the map does not serve as a predictor of future conditions.

Figure 5-5 U.S. Drought Monitor National Conditions, Week of September 17, 2024



While drought can affect an entire county, it is primarily a hazard to agriculture in Knox County. Based on data from the National Land Cover Database, over 65,000 acres in Knox County are classified as agricultural/forestry/vacant (20%). Figure 5-6 displays the land cover breakdown for Knox County.

Figure 5-6 Knox County Land Cover



Spatial Extent: 2 – Small

EXTENT

Drought extent can be defined using the U.S. Drought Monitor scale. The Drought Monitor Scale measures drought episodes with input from the Palmer Drought Severity Index, the Standardized Precipitation Index, the Keetch-Byram Drought Index, soil moisture indicators, and other inputs as well as information on how drought is affecting people. Figure 5-7 details the classifications used by the U.S. Drought Monitor and each level of drought's potential consequences.

Figure 5-7 U.S. Drought Monitor Classifications

			Ranges				
Category	Description	Possible Impacts	Palmer Drought Severity Index (PDSI)	CPC Soil Moisture Model (Percentiles)	USGS Weekly Streamflow (Percentiles)	Standardized Precipitation Index (SPI)	Objective Drought Indicator Blends (Percentiles)
D0	Abnormally Dry	Going into drought: ▪ short-term dryness slowing planting, growth of crops or pastures Coming out of drought: ▪ some lingering water deficits ▪ pastures or crops not fully recovered	-1.0 to -1.9	21 to 30	21 to 30	-0.5 to -0.7	21 to 30
D1	Moderate Drought	▪ Some damage to crops, pastures ▪ Streams, reservoirs, or wells low, some water shortages developing or imminent ▪ Voluntary water-use restrictions requested	-2.0 to -2.9	11 to 20	11 to 20	-0.8 to -1.2	11 to 20
D2	Severe Drought	▪ Crop or pasture losses likely ▪ Water shortages common ▪ Water restrictions imposed	-3.0 to -3.9	6 to 10	6 to 10	-1.3 to -1.5	6 to 10
D3	Extreme Drought	▪ Major crop/pasture losses ▪ Widespread water shortages or restrictions	-4.0 to -4.9	3 to 5	3 to 5	-1.6 to -1.9	3 to 5
D4	Exceptional Drought	▪ Exceptional and widespread crop/pasture losses ▪ Shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0 to 2	0 to 2	-2.0 or less	0 to 2

Source: U.S. Drought Monitor

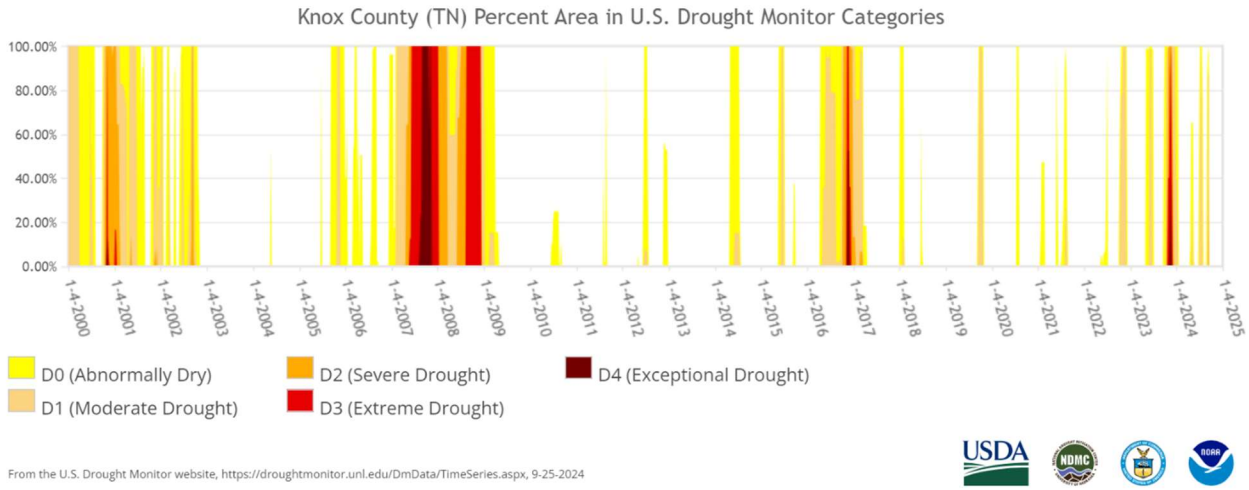
Drought in Knox County primarily impacts agriculture and has not resulted in residential water shortages. Knox County is not heavily reliant on agriculture, and very few crop losses due to drought have been reported in the past 20 years. Therefore, drought's impact in Knox County is considered limited.

Impact: 2 – Limited

HISTORICAL OCCURRENCES

U.S. Drought Monitor records drought intensity weekly throughout the country. Figure 5-8 shows the historical periods where the county was considered in some level of drought condition, between 2000 and 2024.

Figure 5-8 US Drought Monitor Historical Trends – Knox County



Source: U.S. Drought Monitor

Additional historical information on previous periods of drought and drought impacts was obtained from the following primary sources: the USDA Secretarial disaster designations for drought, University of Nebraska's National Drought Mitigation Centers Drought Impact Reporter, the National Oceanic Atmospheric Administration's (NOAA) National Climatic Data Center (NCDC) and the 2010 Tennessee Drought Management Plan. Drought events are noted below:

- **2023**—Knox County faced a two-month drought period from May 9 to July 4 of 2023. The whole county was in a "moderate drought" during this period and a "severe drought" from June 6 to June 20.
- **2022**—Knox County experienced a drought from October 11 to December 6 of 2022. In November, 100% of the county was facing a "severe drought". The entire county was in a "moderate drought" for the two-month span.
- **2021**—In August 2021, 26% of Knox County experienced a "moderate drought" following a two-month drought period.
- **2019**—In October 2019, all of Knox County was experiencing a "moderate drought" for a month period.
- **2018**—In February 2018, roughly 13% of Knox County was experiencing a "moderate drought".
- **2017**—In March 2017, roughly 7% of Knox County was experiencing a "severe drought", while the rest of the County was experiencing a "moderate drought" after a few months of not receiving much rain.
- **2017**—In January 2017, 13% of Knox County was experiencing a "severe drought", while the rest of the County was experiencing a "moderate drought".
- **2016**—Deficits of 12 inches of rain affected the region of Knox County along with higher-than-normal temperatures of 4 to 6 degrees. For several days in June, nearly 100% of the county was under "moderate drought" warnings. Again, in November, nearly 100% of the county was under "extreme drought" warnings and 50% of the county was even experiencing "exceptional drought" conditions.
- **2014**—In June 2014, roughly 15% of Knox County was experiencing a "moderate drought" after a long time of not receiving much rain.
- **2010**—In June 2010, Knox County was one of two counties included as a primary county in a USDA Secretarial Declaration for drought and excessive heat. That same

month, Knox County was also included as a contiguous county in two additional USDA Secretarial Declarations for drought and excessive heat.

- **2007-2008**—This two-year drought marked the worst in recent history in the planning area. In excess of 500,000 people in Tennessee were on community water systems that imposed mandatory water restrictions. Despite the severity of the 2007 drought, because of the planning that had been done, the interconnection between systems, and the communication and collaboration among agencies and water systems, only one community water system in Marion County, ran completely out of water. Although they did not ultimately run out of water, two water districts in Knox County (Luttrell Blaine Corryton Utility District (LBCUD) and the First Utility District (FUD) requested that their users voluntarily conserve water, due to the continuing drought conditions.
- **1986-1987 Drought**—The drought of 1986-87 is still considered one of the worst droughts in recorded Tennessee history. During that period, thousands of people were without water and there were serious ecological impacts as a result of the drought. However, the severity of the 1986-87 drought impacts did not approach the impacts experienced by many community water systems during previous droughts. This was due, in large part, to an improved awareness of source capabilities and uses, improved preparedness and higher standards of water service to communities.
- **1930s, 1943-44 and mid-1950's Droughts**—The droughts of the 1930s, 1943-1944, and mid-50s resulted in impacts primarily on agriculture. By the mid-80s much of the economy of Tennessee had changed, with less reliance on agriculture and more attention given to aquatic life, the environment, industry and power production. At the same time, the cumulative demands – navigation, recreation, power production, etc. - that people have placed on a given reach of water have increased tremendously. Responding to those demands becomes particularly challenging during a period of drought.

The National Drought Mitigation Center (NDMC), located at the University of Nebraska in Lincoln, provides a clearinghouse for information on the effects of drought, based on reports from media, observers, impact records, and other sources. According to the NDMC's Drought Impact Reporter, during the 24-year period from 2000 through 2023, 17 drought impacts were noted for Knox County. Of those impacts, 3 were specifically tied to Knoxville, and 1 was linked to Farragut. Knoxville and Farragut's impacts were agricultural.

Table 5-9 summarizes the number of impacts reported by category and the years impacts were reported for each category. Note that the Drought Impact Reporter may assign multiple categories to each impact, and multiple impacts may be reported for a single year.

Table 5-9 Drought Impacts Reported for Knox County, 2000-2023

Category	Impacts	Years Reported
Agriculture	6	2008, 2010, 2016, 2019, 2023
Energy	2	2016, 2023
Fire	5	2016
Plants & Wildlife	2	2016, 2019
Relief, Response & Restrictions	3	2016
Society & Public Health	1	2016
Tourism & Recreation	1	2016
Water Supply & Quality	6	2012, 2016, 2023

Source: Drought Impact Reporter, https://droughtimpacts.unl.edu/

PROBABILITY OF FUTURE OCCURRENCE

Over a 24-year period from 2000 to 2023, Knox County experienced 117 weeks of drought ranging from severe to extreme (D2 to D4), which represents about 9% of that period (U.S. Drought Monitor). Only

weeks in which drought impacted at least 10% of Knox County's total area were included. Taken together as periods of drought, the county experienced 7 periods of severe to extreme drought. The length of drought varied from 1 week to 47 weeks.

Given the historical record and the impacts of climate change, it is possible (1 to 10% chance) for Knox County to experience drought in any given year.

Probability: 4 – Highly Likely

CLIMATE CHANGE

The Fourth National Climate Assessment reports that average and extreme temperatures are increasing across the country and average annual precipitation is decreasing in the Southeast. Heavy precipitation events are becoming more frequent, meaning that there will likely be an increase in the average number of consecutive dry days between rainfall events. As temperature is projected to continue rising, evaporation rates are expected to increase, resulting in decreased surface soil moisture levels. Together, these factors suggest that drought will increase in intensity and duration in the Southeast.

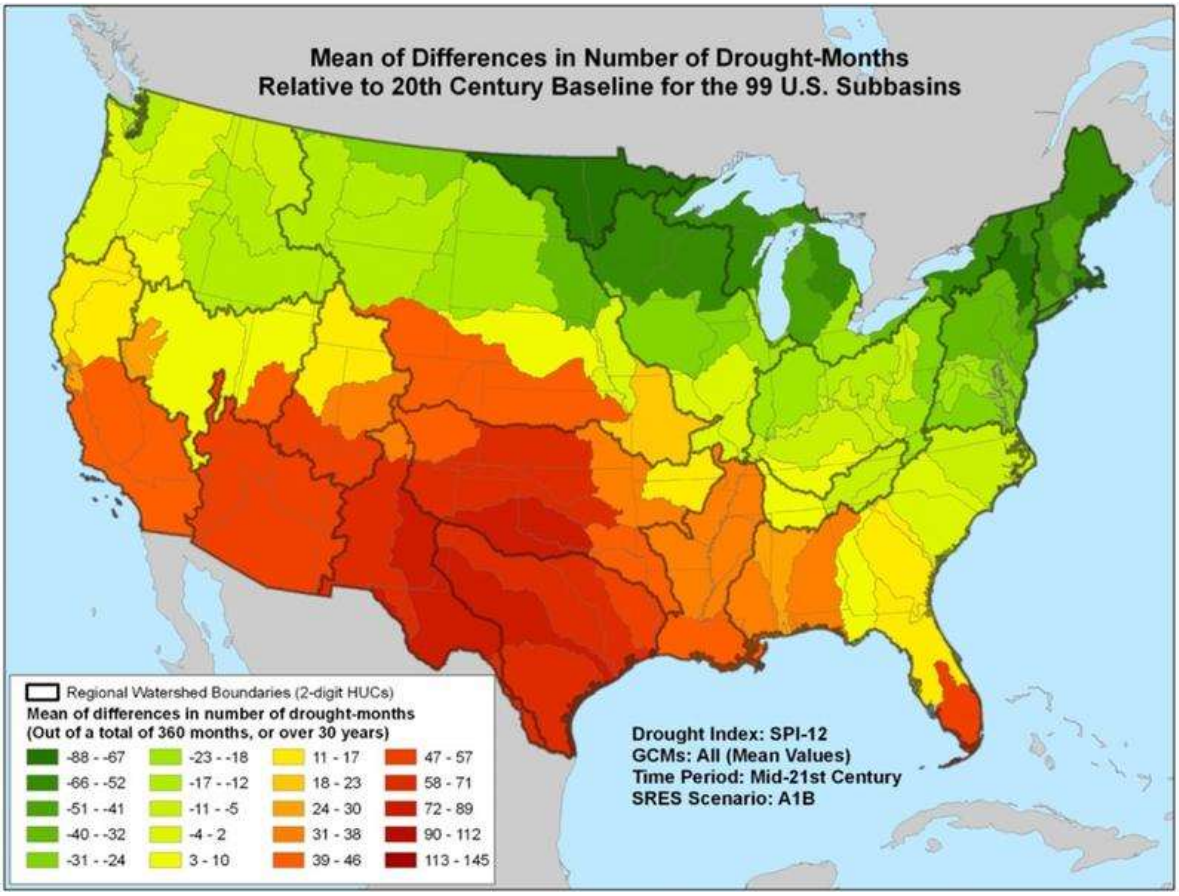
However, research conducted at the MIT Joint Program on the Science and Policy of Global Change suggests that East Tennessee may experience fewer days of drought over a 30-year period, as shown in Figure 5-9.

Additionally, the U.S. Climate Resilience Toolkit Climate Explorer is a tool that shows how climate conditions in the U.S. are projected to change over the coming decades. The Climate Explorer provides projections for two possible futures: one in which humans drastically reduce and stabilize global emissions of heat-trapping gases (labeled Lower emissions, also known as RCP4.5), and one in which we continue increasing emissions through the end of the 21st century (labeled Higher emissions, also known as RCP8.5).

One of the variables the tool estimates is the number of dry days per year, or the number of days with less than 0.01 inches of precipitation. Under the low and high emissions scenario, there is minimal to no difference between the number of dry days observed between 1961 and 1990 and the projected number of dry days for the mid-21st century under both emission scenarios.

Because of conflicting predictions, it is unclear how climate change will impact the length of drought in Knox County.

Figure 5-9 Projected Mean Changes in the Number of Drought Months



Source: Strzepek et al., 2010

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Drought can cause anxiety or depression about economic losses, conflicts over water shortages, reduced incomes, and fewer recreational activities. Farmers and agricultural producers are particularly vulnerable. Efforts to mitigate, such as using irrigation, have a high initial cost, including the need for an increase in management, cost of operations and maintenance, and lack of good quality water resources affected during drought.
Responders	Impacts to responders are unlikely. Exceptional drought conditions may impact the amount of water immediately available to respond to structure fire and wildfires.
Continuity of Operations (including Continued Delivery of Services)	Drought would have minimal impacts on continuity of operations due to the relatively long warning time that would allow for plans to be made to maintain continuity of operations. During prolonged or intense drought, alternative water supplies may be needed, or water restrictions may be put in place.
Property, Facilities and Infrastructure	Drought has the potential to affect water supply for residential, commercial, institutional, industrial, and government-owned areas. Drought can reduce water supply in wells and reservoirs. Utilities may be forced to increase rates and seek alternate supplies. Irrigation and outdoor landscaping would be affected, as would recreational uses, such as golf courses.
Environment	Environmental impacts include strain on local plant and wildlife; increased probability of wildfire; and decreased water quality. Pollution may increase

Category	Consequences
	due to lack of rainwater to dilute industrial and agricultural chemical runoff. Dry soil may result in instability, leading to erosion. These changes may cause habitat degradation through loss of wetlands, lake capacity, and vegetation.
Economic Condition of the Jurisdiction	Farmers may face crop losses or increased livestock costs. Businesses that depend on farming may experience secondary impacts. Extreme drought has the potential to impact local businesses in landscaping, recreation and tourism, and public utilities
Public Confidence in the Jurisdiction's Governance	Public confidence is unlikely to be severely impacted. However, when drought conditions persist with no relief, local or State governments must often institute water restrictions, which may impact public confidence.

VULNERABILITY ASSESSMENT

PEOPLE

Drought can affect people's physical and mental health. For those economically dependent on a reliable water supply, drought may cause anxiety or depression about economic losses, reduced incomes, and other employment impacts. Conflicts may arise over water shortages. People may be forced to pay more for water, food, and utilities affected by increased water costs. Drought may cause health problems due to poorer water quality from lower water levels. If accompanied by extreme heat, drought can also result in higher incidents of heat stroke and even loss of life.

PROPERTY

Drought is unlikely to cause damages to the built environment, but it may cause severe property loss for the agricultural industry in terms of crop and livestock losses. The USDA's Risk Management Agency (RMA) maintains a database of all paid crop insurance claims, with detail on the cause of losses. According to these records, Knox County has had $8,871 in crop insurance claims from 2007-2023.

Table 5-10 Crop Losses Due to Drought, Knox County, 2007-2023

Year	Indemnity Amount
2010	$3,715.00
2007	$5,156.00
Total	**$8,871.00**

Source: USDA Risk Management Agency, Cause of Loss Records

ENVIRONMENT

Drought can affect local wildlife by shrinking food supplies and damaging habitats. Sometimes this damage is only temporary, and other times it is irreversible. Wildlife may face increased disease rates due to limited access to food and water. Increased stress on endangered species could cause extinction.

Another concern during a drought is that contaminants such as pesticides and fertilizers may concentrate in the soil as precipitation wanes and then enter waterways during heavy rains and flooding. This can threaten water quality with repercussions for agriculture, drinking water supply, and local plants and wildlife.

Drought conditions can also provide a substantial increase in wildfire risk. As plants and trees die from a lack of precipitation, increased insect infestations, and diseases—all of which are associated with drought—they become fuel for wildfire. Long periods of drought can result in more intense wildfires, which bring additional consequences for the economy, the environment, and society. Drought may also increase likelihood of wind and water erosion of soils.

CHANGES IN DEVELOPMENT

Drought is predominantly controlled by larger weather patterns and less by human development. However, increased development and associated increases in impervious surfaces would mean less surface water would be able to directly infiltrate into the ground. Additionally, as population grows, water demand will likely increase, which could lower the threshold for socioeconomic drought – an inability of water supply to meet water demand.

According to the USDA Census of Agriculture, from 2017 to 2022, Knox County's acres of farmland decreased from 67,383 acres to 53,515 acres. This trend suggests that changes in development are resulting in lower overall agricultural exposure to drought.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes drought hazard risk by jurisdiction. Drought risk is largely uniform across the planning area. Warning time, duration, and spatial extent are inherent to the hazard and remain constant across jurisdictions. The majority of damages that result from drought are to water- and agriculture-dependent industries, which require water supply for irrigation and maintenance; therefore, the magnitude of the impacts is typically greater in areas with these industries. In more heavily developed areas, drought impacts may be limited to lawns and local gardens, but potential impacts on local water supplies may arise during severe, prolonged drought.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	2	2	2	1	4	2.1	Low
Knoxville	2	2	2	1	4	2.1	Low
Unincorporated Knox County	2	2	2	1	4	2.1	Low

5.6 EARTHQUAKE

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Earthquake	Possible	Minor	Moderate	Less than 6 hours	Less than 6 hours	2.0

HAZARD DESCRIPTION

An earthquake is a movement or shaking of the ground. Most earthquakes are caused by the release of stresses accumulated as a result of the rupture of rocks along opposing fault planes in the Earth's outer crust. These fault planes are typically found along borders of the Earth's 10 tectonic plates. The areas of greatest tectonic instability occur at the perimeters of the slowly moving plates, as these locations are subjected to the greatest strains from plates traveling in opposite directions and at different speeds. Deformation along plate boundaries causes strain in the rock and the consequent buildup of stored energy. When the built-up stress exceeds the rocks' strength a rupture occurs. The rock on both sides of the fracture is snapped, releasing the stored energy and producing seismic waves, generating an earthquake.

Earthquakes can affect hundreds of thousands of square miles and can cause major damage to property and loss of life or injury in the affected area. Most property damage and deaths are caused by the failure and collapse of structures due to ground shaking. The level of damage depends upon the amplitude and duration of the shaking, which are directly related to the earthquake size, distance from the fault, site, and regional geology.

Earthquakes generally occur with little to no warning and last for a short period of time. However, earthquakes can often be followed by periods of aftershocks that vary in severity but can compound damages.

Warning Time: 4 – Less than 6 hours

Duration: 1 – Less than 6 hours

LOCATION

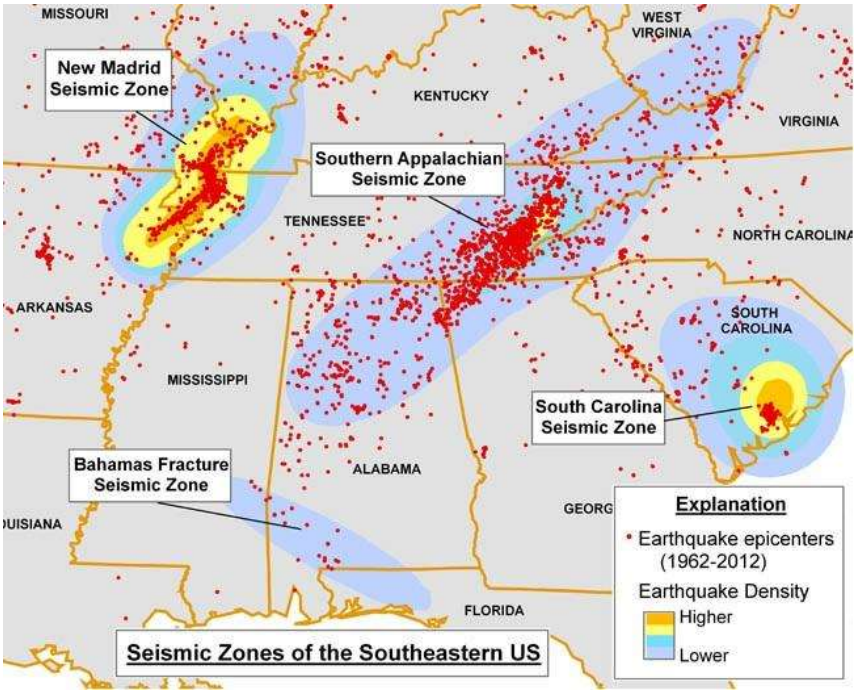
The southern Appalachians contain one of the most active seismic zones in eastern North America and the Knox County planning area is in this active seismic zone. The belt of seismicity ranges from northeastern Alabama, northwestern Georgia and much of eastern Tennessee, and it is called the East Tennessee Seismic Zone (ETSZ). ETSZ is a 50 kilometer-wide and 300-kilometer-long zone.

Another earthquake scenario of concern to mention is an earthquake originating in the New Madrid Seismic Zone. This seismic zone is located near the Mississippi River in southeastern Missouri, northeastern Arkansas, western Tennessee, western Kentucky and southern Illinois (see Figure 5-10 above). Any earthquake originating here is likely to be extremely powerful, and its effects will most likely reach the planning area. Figure 5-10 displays the New Madrid and Southern Appalachian Seismic Zones.

An earthquake affects a much larger area around the New Madrid Seismic Zone than an earthquake of a similar magnitude on the west coast due to the geological differences on the eastern part of the country. In Figure 5-11, the red area near the epicenters represents damage to buildings, while the surrounding yellow area represents shaking felt, but little damage to objects. This map indicates that Knox County would experience shaking but not incur significant damage from a New Madrid earthquake.

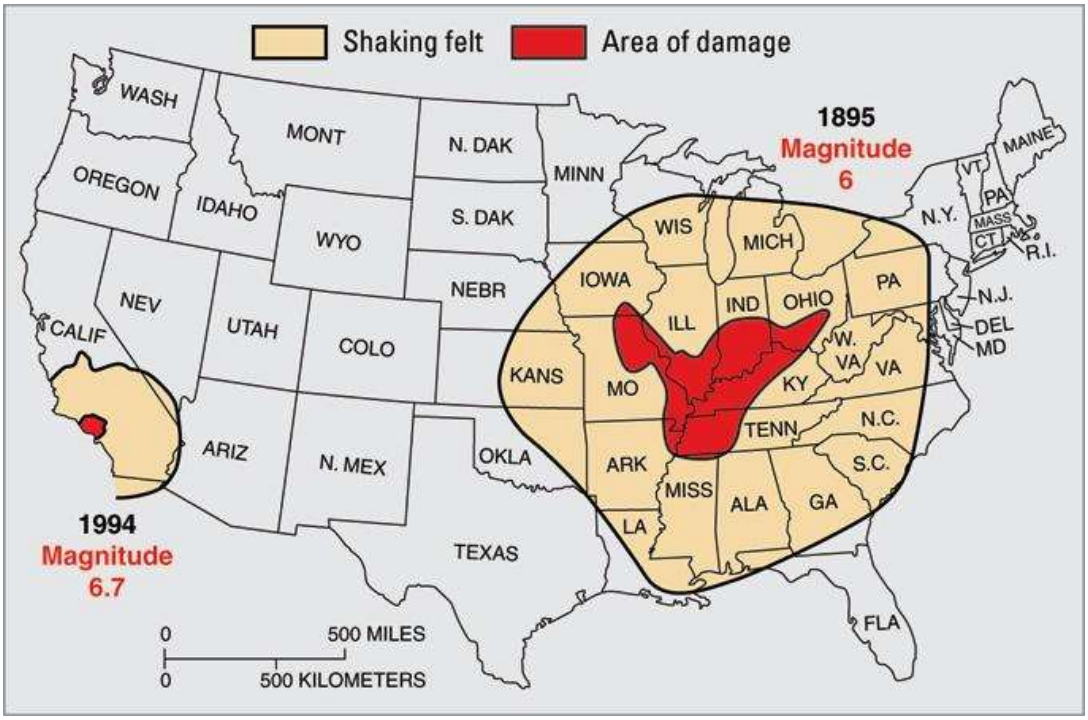
Spatial Extent: 3 – Moderate

Figure 5-10 Central and Southeastern U.S. Seismic Zones



Source: Geological Survey of Alabama: http://gsa.state.al.us/gsa/geologichazards/Quakes_AL.htm

Figure 5-11 Variance of Areas Impacted by the Northridge, CA Earthquake and Charleston, MO Earthquake



Source: Filson, J., McCarthy J., Ellsworth, !., M. Z., 2005, "The USGS Earthquake Hazards Program in NEHRP- Investing in a Safer Future", USGS. Fact Sheet 017-03. United States Geologic Survey.

EXTENT

Earthquakes are measured in terms of their magnitude and intensity. Magnitude is measured using the Richter Scale, an open-ended logarithmic scale that describes the energy release of an earthquake through a measure of shock wave amplitude. A description of the Richter Scale is given in Table 5-11.

Table 5-11 Richter Scale

Magnitude	Effects
Less than 3.5	Generally, not felt, but recorded.
3.5 – 5.4	Often felt, but rarely causes damage.
5.4 – 6.0	At most slight damage to well-designed buildings. Can cause major damage to poorly constructed buildings over small regions.
6.1 – 6.9	Can be destructive in areas up to 100 kilometers across where people live.
7.0 – 7.9	Major earthquake. Can cause serious damage over larger areas.
8.0 or greater	Great earthquake. Can cause serious damage in areas several hundred kilometers across.

Source: FEMA

Although the Richter scale is usually used by the news media when reporting the intensity of earthquakes and is the scale most familiar to the public, the scale currently used by the scientific community in the United States is the Modified Mercalli Intensity (MMI) scale. The MMI scale is an arbitrary ranking based on observed effects. It describes the intensity of an earthquake at a particular location. Lower numbers of the MMI scale generally deal with the manner in which the earthquake is felt by people, while higher numbers are generally based on observed structural damage. Figure 5-12 shows descriptions for levels of earthquake intensity on the MMI scale.

Figure 5-12 Modified Mercalli Intensity (MMI) Scale Felt Intensities

CIIM Intensity	People's Reaction	Furnishings	Built Environment	Natural Environment
I	Not felt			Changes in level and clarity of well water are occasionally associated with great earthquakes at distances beyond which the earthquakes felt by people.
II	Felt by a few.	Delicately suspended objects may swing.		
III	Felt by several; vibration like passing of truck.	Hanging objects may swing appreciably.		
IV	Felt by many; sensation like heavy body striking building.	Dishes rattle.	Walls creak; window rattle.	
V	Felt by nearly all; frightens a few.	Pictures swing out of place; small objects move; a few objects fall from shelves within the community.	A few instances of cracked plaster and cracked windows with the community.	Trees and bushes shaken noticeably.
VI	Frightens many; people move unsteadily.	Many objects fall from shelves.	A few instances of fallen plaster, broken windows, and damaged chimneys within the community.	Some fall of tree limbs and tops, isolated rockfalls and landslides, and isolated liquefaction.
VII	Frightens most; some lose balance.	Heavy furniture overturned.	Damage negligible in buildings of good design and construction, but considerable in some poorly built or badly designed structures; weak chimneys broken at roof line, fall of unbraced parapets.	Tree damage, rockfalls, landslides, and liquefaction are more severe and widespread wiht increasing intensity.
VIII	Many find it difficult to stand.	Very heavy furniture moves conspicuously.	Damage slight in buildings designed to be earthquake resistant, but severe in some poorly built structures. Widespread fall of chimneys and monuments.	
IX	Some forcibly thrown to the ground.		Damage considerable in some buildings designed to be earthquake resistant; buildings shift off foundations if not bolted to them.	
X			Most ordinary masonry structures collapse; damage moderate to severe in many buildings designed to be earthquake resistant.	

Source: USGS

Table 5-12 approximates the Richter Scale magnitudes that would correspond with certain intensities on the MMI scale.

Table 5-12 Comparison of Modified Mercalli Scale and Richter Scale

MMI Scale	Corresponding Richter Scale Magnitude
I	-
II	<4.2
III	-
IV	-
V	<4.8
VI	<5.4
VII	<6.1
VIII	-
IX	<6.9
X	<7.3
XI	<8.1
XII	>8.1

Source: FEMA

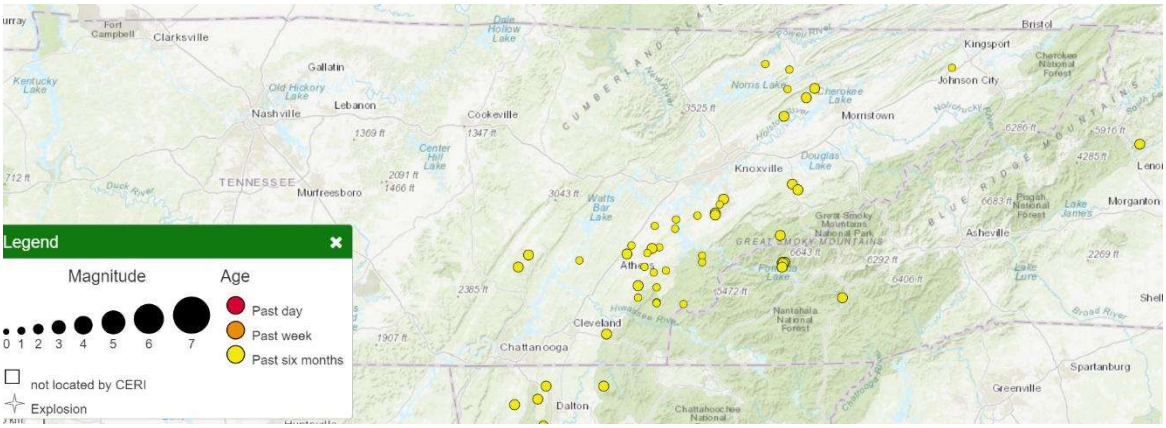
Knox County has not experienced recorded structural damage from an earthquake. Earthquakes that occur in Knox County or in the region are typically under a 3.5 on the Richter Scale, so they are rarely felt. Therefore, the impact of an earthquake is expected to be limited.

Impact: 1 – Minor

HISTORICAL OCCURRENCES

The East Tennessee Seismic Zone (ETSZ) is a very active seismic zone and there are numerous minor earthquakes within a 50-mile radius of Knox County. Figure 5-13 displays the recent earthquake tremors in the Knox County vicinity within the six-month timeframe of March 2024 to September 2024.

Figure 5-13 Recent Earthquakes in Eastern Tennessee (March 2024 to September 2024)



Source: Center for Earthquake Research and Information at the University of Memphis http://folkworm.ceri.memphis.edu/REQ3/html/index2.html

The following list shows the major events sited from the U.S. Geological Survey's Earthquake Hazards Program and the Tennessee State Hazard Mitigation Plan that caused slight to moderate damage within the planning area from the ETSZ:

- **December 12, 2018** – An earthquake, measuring 4.4 struck Decatur, TN, 70 miles southeast of

Knox County. It was felt over a 310-mile swath, but no damages or serious injuries were reported.

- **July 10, 1987**—A light earthquake measuring 3.8 and mild aftershock less than three hours later measured at 3.5 on the Richter scale. The tremors were centered about five miles northwest of the East Knox County community of Mascot. No damages and no power outages were reported from the tremors (source: *The Knoxville News-Sentinel*, July 12, 1987).
- **February 14, 1984**—This 3.8 magnitude earthquake was one of the most recent and largest intensities felt in Knoxville (Modified Mercalli Intensity VI). Windows were broken in Blaine and New Market (20 miles and 25 miles, respectively, northeast of Knoxville). No structural damage occurred.
- **October 1973**—An earthquake sequence consisting of one foreshock, a magnitude 4.6 main shock, and more than 30 aftershocks occurred south of Knoxville during the latter part of 1973. The foreshock, magnitude 3.4, on October 30, was felt over an area of 2,100 square kilometers (~811 square miles), with a maximum Modified Mercalli Intensity V to VI. The main shock caused minor damage (VI) in several towns in eastern Tennessee, Georgia, Kentucky, and North Carolina. Minor cracks in walls at the University of Tennessee Hospital at Knoxville were reported. Minor damage to walls, windows, and chimneys occurred in the Maryville - Alcoa area. The *Knoxville News Sentinel* summarized the earthquake by saying "Chimneys were cracked, dishes broken, but no major damage was reported." The shock disrupted relay contacts at the Alcoa switching station, causing a temporary loss of power. The total felt area, including parts of South Carolina, Virginia, and West Virginia, as well as the region mentioned above, covered about 65,000 square kilometers (25,097 square miles). From December 2 through December 12, 30 small magnitude aftershocks were recorded.
- **September 7, 1956**—Two tremors roughly 13 minutes apart were felt over a broad area in eastern Tennessee and adjoining parts of Kentucky, North Carolina, and Virginia. Chimneys were thrown down, plaster was knocked from walls, and windows were shattered. The total area covered approximately 21,500 square kilometers (8,300 square miles). (Modified Mercalli Intensity VI)
- **March 28, 1913**—In eastern Tennessee, a strong shock centered at Knoxville was felt over an area of 7,000 square kilometers (2,703 square miles). At a Modified Mercalli Intensity of VII, it was the most severe documented earthquake to strike East Tennessee.
- **November 28, 1844**—Tremor caused some bricks to fall from chimneys in Knoxville.

In over 173 years of recorded history in the planning area, there has been no significant structural damage from an earthquake. Since 1973, the USGS earthquake catalog has noted 16 earthquakes within Knox County ranging from 2 to 2.9 magnitude. Earthquakes of this magnitude and less are usually not felt, but are recorded by seismographs.

Table 5-13 Earthquakes within Knox County Since 1973

Date	Location	Magnitude/Intensity
06/24/1986	3 km NNW of Knoxville	2.9
07/17/1987	6 km ENE of Knoxville	2.4
08/20/1989	3 km N of Farragut	2
12/02/1989	7 km ENE of Knoxville	2.9
01/03/2007	5 km SSW of Knoxville	2.7
06/25/2007	8 km ENE of Knoxville	2.2
10/14/2010	2 km WSW of Knoxville	2.4
03/25/2013	9 km NE of Knoxville	2
08/25/2017	10 km WSW of Knoxville	2.66
05/08/2019	7 km WNW of Farragut	2.57
12/08/2019	1 km ESE of Farragut	2.31
12/16/2020	0 km SW of Knoxville	2.25
05/08/2021	7 km WSW of Knoxville	2.57

Date	Location	Magnitude/Intensity
08/05/2021	5 km SE of Knoxville	2.2
08/31/2021	7 km SE of Knoxville	2.42
10/09/2022	2 km N of Farragut	2.51

Source: USGS

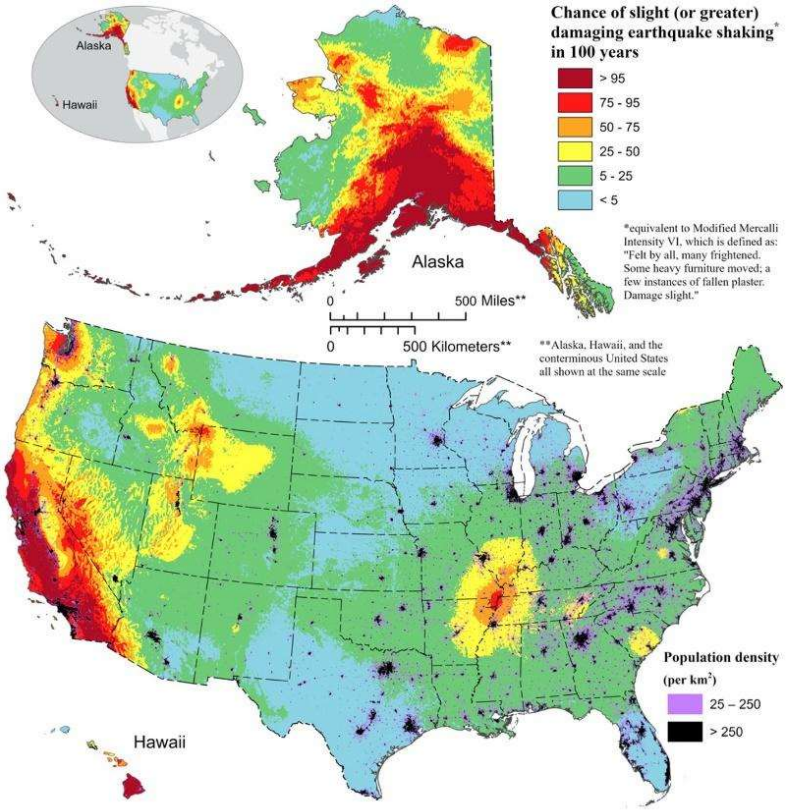
The largest recorded earthquake from the New Madrid fault line was a series of four large earthquakes occurring in 1811 and 1812 at an approximate 300-mile distance from the planning area. These earthquakes were the strongest ever to occur in North America, estimated to be a XII on the Modified Mercalli Intensity Scale. Damage was reported as far away as Washington, DC. The shaking caused church bells in Boston to ring. Land rolled in visible waves. The Mississippi River was forced to change its course. Reelfoot Lake was formed. Other earthquakes in the zone of lesser magnitude occurred in 1843 and 1895. In 1843 the intensity VIII earthquake caused considerable shock to be felt in Knoxville, but no damage occurred. In 1895 the intensity VI earthquake caused shock to again be felt in Knoxville, but no damage was sustained.

PROBABILITY OF FUTURE OCCURRENCE

Figure 5-14 below shows the change of a slight damaging earthquake shaking in 100 years based on the 2018 National Seismic Hazard Model. Knox County exhibits a 19-36% chance of experiencing a slight (or greater) damaging earthquake within the next 100 years. Based on historical occurrences and the National Seismic Hazard Model, the HMPC determined that the probability of an earthquake occurring each year is possible. However, the likelihood of an earthquake of significant magnitude (>5.4 on Richter scale) is unlikely.

Probability: 2 – Possible

Figure 5-14 2018 NSHM – Chance of Damaging Earthquake Shaking



Source: USGS

CLIMATE CHANGE

According to NASA's Global Climate Change Program, scientists are beginning to believe there may be a connection between climate change and earthquakes. Changing ice caps and sea-level redistribute weight over fault lines, which could potentially have an influence on earthquake occurrences. However, currently no studies quantify the relationship to a high level of detail, so recent earthquakes should not be linked with climate change. Additionally, it's possible that increased groundwater pumping as a result of climate change-driven increases in drought could add to stress buildup in tectonic plates and hasten the occurrence of earthquakes. Again, this relationship is hypothetical and not yet well studied. While not conclusive, early research suggest that more intense earthquakes may eventually be added to the adverse consequences that are caused by climate change.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	The public may experience shaking and the greatest threat to health and well-being is often from objects falling from shelves.
Responders	Minimal expected impact on responders given only moderate events. If a more severe incident occurs, responders may need to enter compromised structures or infrastructure.
Continuity of Operations (including Continued Delivery of Services)	There would likely be little disruption to services or operations due to a moderate earthquake. Any damage to transportation infrastructure, or critical facilities could interrupt access to some services.

Category	Consequences
Property, Facilities and Infrastructure	A moderate earthquake is unlikely to damage infrastructure such as roads, bridges, or gas/power/water lines. However, if severe enough, fires can be started by broken gas lines and power lines. Buildings can be damaged by the shaking itself or by the ground beneath them settling to a different level than it was before the earthquake (subsidence). Buildings can even sink into the ground if soil liquefaction occurs.
Environment	No severe impacts expected, but damage to key infrastructure, utility systems, or facilities that house hazardous materials could harm the surrounding environment and may require remediation.
Economic Condition of the Jurisdiction	Economic loss is unexpected with moderate events, but could include property damage, business interruption costs, cost to repair public infrastructure, and debris removal costs.
Public Confidence in the Jurisdiction's Governance	Public confidence is unlikely to be affected from an earthquake event.

VULNERABILITY ASSESSMENT

PEOPLE

Earthquake events in Knox County are unlikely to produce a noticeable level of shaking; therefore, injury or death is unlikely. Objects falling from shelves generally pose the greatest threat to safety. In severe cases, an earthquake could cause fatalities due to building collapse.

PROPERTY

In a severe earthquake event, buildings can be damaged by the shaking itself or by the ground beneath them settling to a different level than it was before the earthquake (subsidence). Buildings can even sink into the ground if soil liquefaction occurs. If a structure (a building, road, etc.) is built across a fault, the ground displacement during an earthquake could seriously damage that structure. Wood-frame multi-unit structures, mobile homes, and unreinforced masonry buildings are most vulnerable. Impacts to buildings could include cracked foundations, chimneys breaking at the roof line, wood frames coming off their foundations, and racking of cripple walls.

Earthquakes can also cause damages to infrastructure, resulting in secondary hazards. Damages to dams or levees could cause failures and subsequent flooding. Fires can be started by broken gas lines and power lines. Fires can be a serious problem, especially if the water lines that feed the fire hydrants have been damaged as well. Impacts of earthquakes also include debris clean-up and service disruption.

ENVIRONMENT

An earthquake is unlikely to cause substantial impacts to the natural environment in Knox County. Impacts to infrastructure, such as a ruptured gas line, could cause secondary damages to the surrounding environment. However, this type of damage is unlikely based on historical occurrences.

CHANGES IN DEVELOPMENT

Development has increased overall exposure in Knox County. However, development changes have not affected the risk characteristics of earthquakes. The probability, impact, spatial extent, warning time, and duration of earthquakes in Knox County have not changed, nor are they expected to in the near future.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes earthquake hazard risk by jurisdiction. Earthquake risk is uniform across the planning area.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	2	1	3	4	1	2	L
Knoxville	2	1	3	4	1	2	L
Unincorporated Knox County	2	1	3	4	1	2	L

5.7 EXPANSIVE SOILS

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Expansive Soils	Unlikely	Minor	Small	More than 24 hours	More than 1 week	1.5

HAZARD DESCRIPTION

Expansive soils are those that expand when they get wet and shrink when they dry. Expansive soils can cause damage to foundations, slabs, roads, sidewalks, pipelines and sometimes cause buildings and their components to crack. Expansive soils usually contain high amounts of clay. The subsurface conditions of East Tennessee primarily consist of limestone, dolomite, shale, and sandstone.

Warning Time: 1 – More than 24 hours

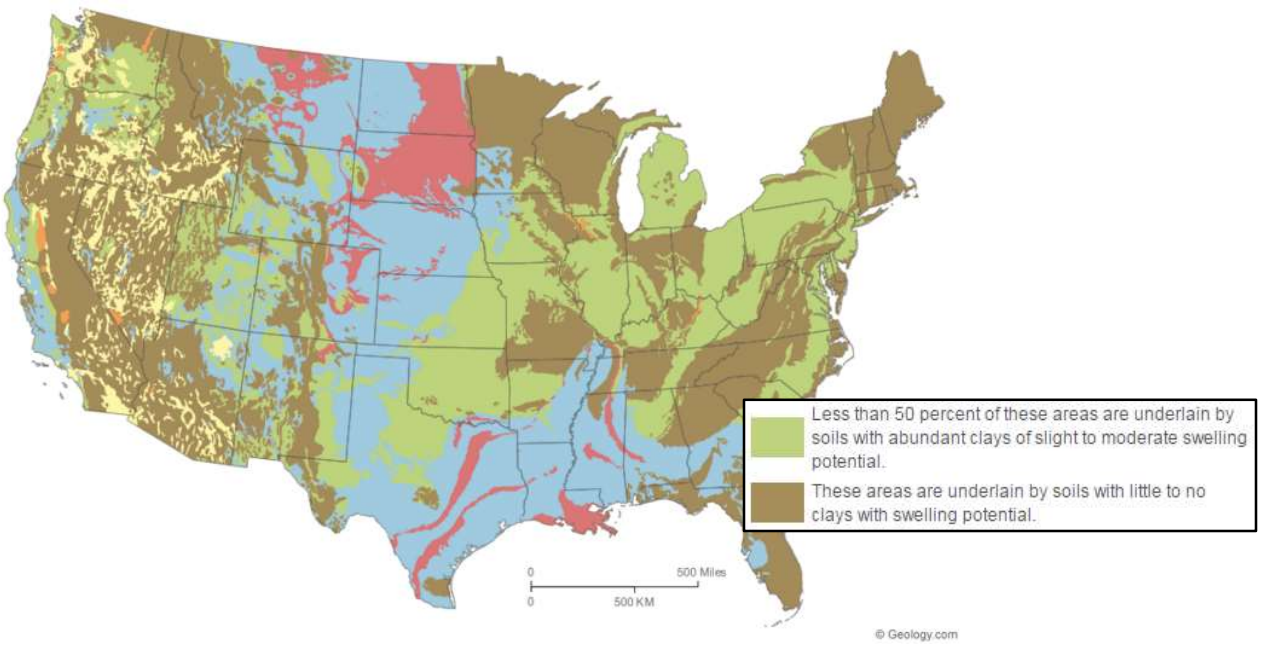
Duration: 4 – More than one week

LOCATION

Figure 5-15 shows a map of the United States depicting areas containing varying degrees of expansive soils. The planning area is located in the brown shaded area underlain by soils with little to no clays with swelling potential of soils when compared to the rest of the United States.

Spatial Extent: 2 – Limited

Figure 5-15 U.S. Expansive Soils Map



Source: http://geology.com/articles/soil/

EXTENT

Expansive soils develop slowly and are not typically a public safety concern. The slow expansion and contraction of the clays and soils applies pressure to a structure and can eventually cause damage to foundation and crack. Expansive soils' risk is measured by quantifying the soil's ability to swell and shrink from water content, which can be measured with linear extensibility. Linear extensibility is an expression of the length of change between water content 1/3 to 1/10 bar tension (33kPascal to 10 kPascal) and oven dryness multiplied by the thickness of the soil layer.

The National Resources Conservation Services uses 4 categories, from low to high, to measure the change in the soils' volume expressed as a percent value of linear extensibility. Table 5-14 provides a breakdown of expansive soil threat categories.

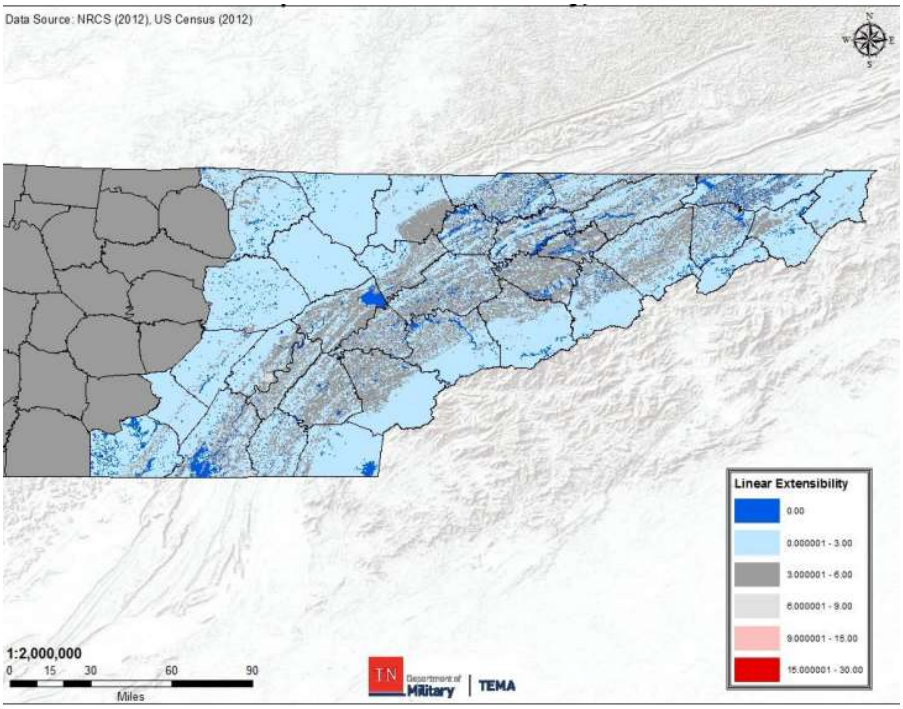
Table 5-14 Linear Extensibility Zones

Ranking	Linear Extensibility %	Clay %
Low	0.0%-3.0%	<25
Moderate	3.0%-6.0%	25-35
High	6.0%-9.0%	35-45
Very High	>9.0%	>45

Source: NRCS, 2018 TN Hazard Mitigation Plan

Figure 5-16 is from the 2018 Tennessee Hazard Mitigation Plan and displays expansive soil risk in East Tennessee. East Tennessee's soils exhibit low linear extensibility and therefore expansive soil risk in the region is likely low.

Figure 5-16 Linear Extensibility, East Tennessee



Source: NRCS, 2018 Tennessee State Hazard Mitigation Plan

Impact: 1 – Minor

HISTORICAL OCCURENCES

The effects of shrink-swell cycles in expansive soils are cumulative, and in most cases are associated with accelerated wear and tear and settling. The frequency of damage from expansive soils can be associated with the cycles of drought and heavy rainfall, which reflect changes in moisture content. There is no data regarding incidents of damages resulting from expansive soils. These damages are largely isolated incidents and affected property owners make any necessary repairs.

PROBABILITY

Due to the limited amount of clay soils within Knox County, significant damage from expansive soils is unlikely.

CLIMATE CHANGE

Increased temperature associated with climate change as well as changes in precipitation can impact soil expansion. However, within Knox County there are limited amounts of clay soil, so it is unlikely that climate change will alter the intensity or frequency of these events.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Damages to buildings caused by expansive soils can be costly and hazardous to inhabitants. Additionally, expansive soils can cause leaks that attract mold and pests, which negatively impact human health. Roadway and sidewalk damage can be dangerous to pedestrians, cyclists, and drivers.
Responders	The impacts of expansive soils are usually felt slowly and are highly unlikely to require first responders.
Continuity of Operations (including Continued Delivery of Services)	Expansive soils are unlikely to impact continuity of operations.
Property, Facilities and Infrastructure	Expansive soils can damage foundations, walls, etc. of buildings and in extreme causes lead to a building's collapse. They can also damage pipelines and other public utilities and lead to roadway heaving.
Environment	The environmental impact of expansive soils is minimal.
Economic Condition of the Jurisdiction	Damages to public buildings, roadways, and public utilities can impose an economic cost to the local government.
Public Confidence in the Jurisdiction's Governance	Expansive soils are highly unlikely to impact the public's confidence in local governance.

VULNERABILITY ASSESSMENT

PEOPLE

Expansive soils can damage personal property, roads, sidewalks, and public utilities. Damages to personal property can be costly for a homeowner to repair and can lead to unsafe living conditions. Roadway heaving due to expansive soils can lead to hazardous conditions for drivers. Cracks in sidewalks caused by expansive soils can create an unsafe pedestrian environment.

PROPERTY

Expansive soils are a leading cause of damage to buildings and construction in the U.S. Impacts include severe structural damage, cracked driveways, sidewalks, heaving of roads and highway structures, condemnation of buildings, and disruption of pipelines and sewer lines.

ENVIRONMENT

Expansive soil primarily impacts the integrity of property and infrastructure, and its impact on the environment is minimal.

CHANGES IN DEVELOPMENT

Sidewalks, roads, patios, and other large concrete or asphalt developments are particularly vulnerable to cracking because of the shrink-swell cycle with expansive soils. However, the planning area has very little clay soil, and therefore expansive soils are of minimal concern.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes extreme heat hazard risk by jurisdiction. Extreme heat risk does not vary significantly by jurisdiction.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	1	1	2	1	4	1.5	Low
Knoxville	1	1	2	1	4	1.5	Low
Unincorporated Knox County	1	1	2	1	4	1.5	Low

5.8 EXTREME TEMPERATURES

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Extreme Heat	Highly Likely	Limited	Large	More than 24 hrs	Less than 1 week	3

HAZARD DESCRIPTION

Extreme temperature events, both hot and cold, can have severe impacts on natural ecosystems, agriculture and other economic sectors, human health and mortality. All areas of the planning area have an equal chance of experiencing extreme temperatures in the summer or winter months. The average monthly temperatures for Knoxville, Tennessee are presented in Table 5-15 and are similar for the entire planning area.

Warning Time: 1 – More than 24 hours

Duration: 3 – Less than one week

Table 5-15 Average Monthly Temperatures for Knoxville, TN 1991-2020

Month	Low	High
Jan	26.4˚F	47.9˚F
Feb	29.3˚F	52.5˚F
Mar	35.7˚F	61.3˚F
Apr	43.8˚F	70.8˚F
May	53.8˚F	78.5˚F
Jun	62.0˚F	85.5˚F
Jul	66.2˚F	88.3˚F
Aug	64.8˚F	87.9˚F
Sept	58.6˚F	82.9˚F
Oct	45.7˚F	72.3˚F
Nov	34.7˚F	60.6˚F
Dec	29.7˚F	51.1˚F

Source: https://www.ncdc.noaa.gov/cdo-web/datatools/normals

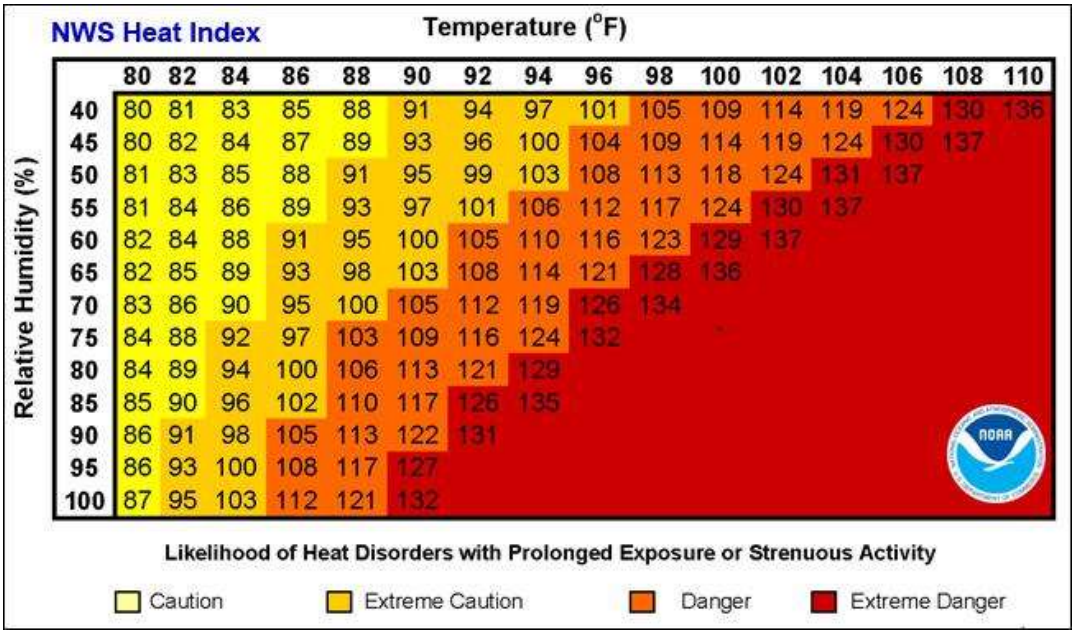
EXTREME HEAT

As defined by FEMA, in most of the United States extreme heat is classified by a long period (2 to 3 days) of high heat and humidity with temperatures above 90 degrees. Extreme heat is often referred to as a "heat wave."

According to the National Oceanic and Atmospheric Administration (NOAA), heat is one of the leading weather-related killers in the United States. From 1999 through 2009, extreme heat exposure caused more than 7,800 deaths. Under extreme heat conditions, the human body has difficulties cooling through the normal method of the evaporation of perspiration and must work harder to maintain a normal temperature. Health risks rise when a person is overexposed to heat. The most dangerous place to be during an extreme heat incident is in a permanent home, with little or no air conditioning. Sun exposure, wind conditions, age, and physical condition influence susceptibility to heat disorder.

Ambient air temperature and relative humidity determine the relative intensity of heat conditions. The relationship of these factors creates what is known as the apparent temperature. The Heat Index Chart, shown in Figure 5-17, uses temperature and humidity to produce a guide for the apparent temperature, to better inform the public of heat dangers.

Figure 5-17 Heat Index Chart



Source: National Weather Service (NWS) https://www.weather.gov/safety/heat-index

The Heat Index Chart was devised for shady locations. Exposure to direct sun can increase Heat Index values by as much as 15°F.

Table 5-16 lists typical symptoms and health impacts of heat exposure according to the severity classifications shown in the heat index chart.

Table 5-16 Typical Health Impacts of Extreme Heat

Classification	Heat Index	Effect on the Body
Caution	80-90˚F	Fatigue possible with prolonged exposure and/or physical activity
Extreme Caution	90-103˚F	Heat stroke, heat cramps, and heat exhaustion possible with prolonged exposure and/or physical activity
Danger	103-124˚F	Heat cramps or heat exhaustion likely, and heat stroke possible with prolonged exposure and/or physical activity
Extreme Danger	125˚F or higher	Heat stroke highly likely

Source: National Weather Service, https://www.weather.gov/ama/heatindex

Hotter than average days in the summer increase illness and death by compromising the body's ability to regulate its temperature. This loss of temperature control can result in a cascade of illnesses, including heat cramps, heat exhaustion, heatstroke, and hyperthermia. Temperature extremes can also worsen chronic conditions, including cardiovascular, respiratory, and cerebrovascular disease and diabetes-related conditions.

The NWS has a system in place to initiate alert procedures (advisories or warnings) when the Heat Index is expected to have a significant impact on public safety. The expected severity of the heat determines whether advisories or warnings are issued.

While heat conditions may last several days, a warning can be issued even for one day of expected heat conditions.

EXTREME COLD

The National Weather Service will issue a Wind Chill Advisory for Knox County when temperatures are expected to reach –15°F to –24°F and winds of greater than 10 mph for at least 3 hours. In 2001, NWS implemented an updated Wind Chill Temperature (WCT) index. This index was developed by the National Weather Service to describe the relative discomfort/danger resulting from the combination of wind and temperature. Wind chill is based on the rate of heat loss from exposed skin caused by wind and cold. As the wind increases, it draws heat from the body, driving down skin temperature and eventually the internal body temperature.

Specifically, the new WCT index:

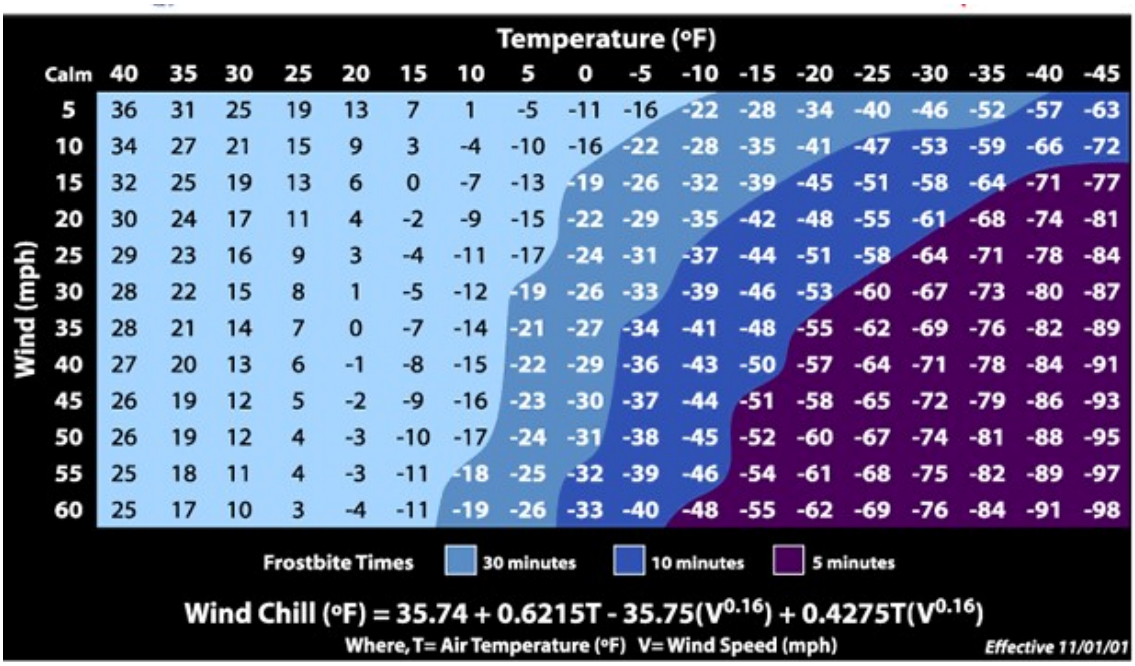
- Calculates wind speed at an average height of five feet (typical height of an adult human face) based on readings from the national standard height of 33 feet (10m);
- Is based on a human face model;
- Incorporates modern heat transfer theory (heat loss from the body to its surroundings, during cold and breezy/windy days);
- Lowers the calm wind threshold to 3 mph;
- Uses a consistent standard for skin tissue resistance; and
- Assumes no impact from the sun (i.e., clear night sky).

Extreme cold can cause hypothermia (an extreme lowering of the body's temperature), frostbite and death. Infants and the elderly are particularly at risk, but anyone can be affected. While there are no firm data on hypothermia (cold) death rates, it is estimated that 25,000 older adults die from hypothermia each year. The National Institute on Aging estimates that more than 2.5 million Americans are especially vulnerable to hypothermia, with the isolated elderly being most at risk. About 10 percent of people over the age of 65 have some kind of temperature-regulating defect, and 3-4 percent of all hospital patients over 65 are hypothermic.

Also, at risk are those without shelter or who are stranded, or who live in a home that is poorly insulated or without heat. Other impacts of extreme cold include asphyxiation (unconsciousness or death from a lack of oxygen) from toxic fumes from emergency heaters; household fires, which can be caused by fireplaces and emergency heaters; and frozen/burst pipes. The National Weather Service will issue a Wind Chill Advisory for Knox County when wind-chill temperatures are expected to reach –4 °F to –20 °F.

Figure 5-18 shows the relationship of wind speed to apparent temperature and typical time periods for the onset of frostbite.

Figure 5-18 Wind Chill Chart



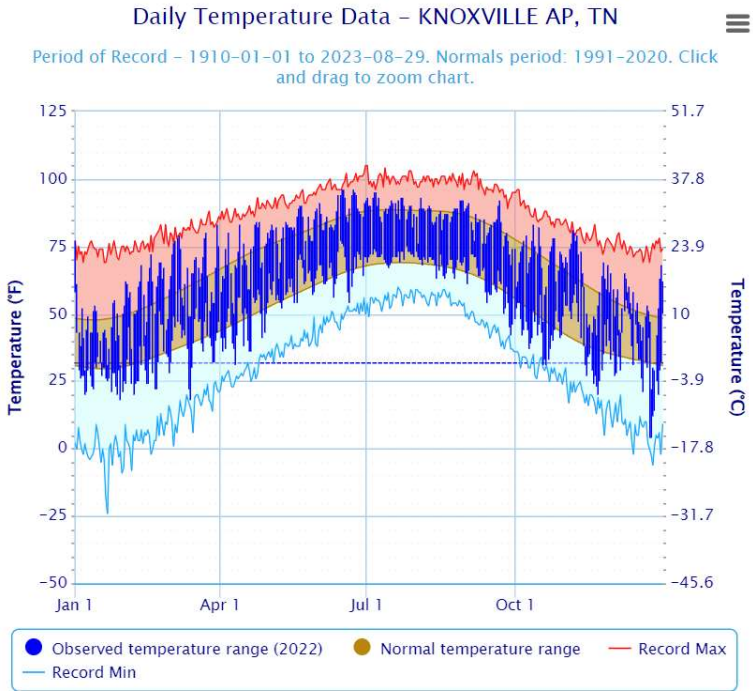
Source: National Weather Service

LOCATION

The entire planning area is subject to extreme temperatures and all participating jurisdictions are affected. Figure 5-19 indicates the daily temperature data for Knoxville for the year 2022. The brown band shows the normal temperature range throughout the year. This is the temperature that is expected, but the dark blue line is the actual observed temperature for the year. The red line is the record max and the light blue is the record low. Multiple times between the months of February and June, the actual observed temperature broke the record maximum temperature. Also, the observed temperature for the year expanded outside of the normal temperature range for most months of the year.

Spatial Extent: 4 – Large

Figure 5-19 Daily Temperature for Knoxville Area, 2022



Source: NOWdata, NOAA Online Weather Data, NWS Morristown, TN

EXTENT

EXTREME HEAT

Analysis of daily maximum temperatures recorded at the Knoxville McGhee Tyson Airport, station ID 404950 revealed that during the 74-year period from January 1,1950 to August 9, 2023, 2,550 days had a high temperature exceeding 90 degrees Fahrenheit. This translates to just under 10 percent of the days during that time period. Thirty-seven days in this time period had a high temperature of 100 degrees Fahrenheit or higher.

The record high temperature at this station is 105 degrees Fahrenheit which occurred June 30, 2012 and July 1, 2012. Table 5-17 summarizes the daily maximum temperatures from January 1, 2000 through August 9, 2023 were 100 degrees Fahrenheit or higher. Given the NWS classification of danger for heat cramps, heat exhaustion, and heat stroke at this temperature, the magnitude of heat in the Knox County planning area is considered Extreme Caution.

Table 5-17 Daily Maximum Temperature 100 Degrees Fahrenheit or Higher, January 1, 1950-August 9, 2023 Knoxville McGhee Tyson Airport

Date	High Temperature (degrees Fahrenheit)	Date	High Temperature (degrees Fahrenheit)
6/30/2012	105	8/17/1988	101
7/01/2012	105	8/18/1988	101

7/27/1952	103	8/16/2007	101
7/28/1952	103	6/28/2012	101
9/5/1954	103	9/1/1951	100
6/24/1988	102	6/28/1952	100
7/9/1988	102	6/30/1952	100
8/23/2007	102	7/22/1952	100
6/29/2012	102	6/27/1954	100
6/27/1952	101	7/1/1954	100
7/23/1952	101	9/7/1954	100
7/29/1952	101	7/16/1980	100
7/14/1954	101	8/10/1980	100
9/4/1954	101	6/23/1988	100
9/6/1954	101	7/8/1993	100
7/17/1980	101	7/28/1993	100
8/21/1983	101	8/16/1995	100
6/26/1988	101	8/24/2007	100
7/8/1988	101		

Source: NWS

EXTREME COLD

Analysis of daily minimum temperatures recorded at the Knoxville McGhee Tyson Airport, station ID 404950 revealed that during the 74-year period from January 1, 1950, to August 9, 2023, 179 days had a low temperature of ten degrees Fahrenheit or less.

Twenty-five days in this period had a low temperature of zero or below. The record low temperature at this station occurred on January 21, 1985, with a temperature of minus 24 degrees Fahrenheit. Table 5-18 summarizes the daily minimum temperatures from January 1, 1950, through August 9, 2023, that were zero degrees Fahrenheit or lower. Based on this data, winter temperatures in Knox County can have an adverse effect on the planning area.

Table 5-18 Daily Minimum Temperature Zero Degrees Fahrenheit or Higher, January 1, 1950-August 9, 2023 Knoxville McGhee Tyson Airport

Date	Low Temperature (degrees Fahrenheit)
1/21/1985	-24
1/20/1985	-18
1/30/1966	-9
2/5/1996	-8
1/31/1966	-7
1/24/1963	-6
12/25/1983	-6
1/17/1982	-5
1/10/1970	-4

1/19/1994	-4
1/10/1982	-3
1/11/1982	-3
1/9/1970	-3
12/24/1983	-2
12/13/1962	-2
2/17/1958	-2
1/17/1977	-1
1/8/1970	-1
1/29/2014	-1
2/4/1970	0
1/18/1994	0
1/22/1970	0
1/28/1986	0
2/18/1958	0
12/23/1989	0

Source: NWS

Impact: 2 – Limited

HISTORICAL OCCURRENCES

Since 1995, Knox County has experienced three extreme heat events, resulting in three fatalities. No extreme cold events were observed in that time period. Narratives for the three events are below.

- June/July, 2012 – A large heat wave moved through the southeastern U.S. and had large effects on Knox County. Though no fatalities were reported, the all-time max-high temperature record was broken at 105 degrees Fahrenheit.
- June 27-28, 1998 – Two fatalities were reported in Knox County as a result of extreme heat. The temperature reached 94 degrees Fahrenheit on the 27th and 95 degrees Fahrenheit on the 28th.
- July 16, 1995 – There was one reported fatality as a result of this extreme heat event. The temperature reached 96 degrees Fahrenheit.

According to the USDA's Risk Management Agency, there were no insured crop losses in the planning area as a result of extreme heat from 2007 to 2023. However, $28,825 in crop losses occurred as a result of frost and freeze conditions, detailed in the table below.

Table 5-19 Claims Paid in Knox County for Crop Loss as a Result of Frost/Freeze (2007-2023)

Year	Crop	Hazard	Claims Paid
2015	All Other Crops	Freeze	$13,430
2014	All Other Crops	Frost	$1,632
2011	All Other Crops	Frost	$388
2011	All Other Crops	Freeze	$388
2009	All Other Crops	Freeze	$12,987
		Total	**$28,825**

Source: USDA Risk Management Agency, 2024

PROBABILITY OF FUTURE OCCURRENCE

Based on historical maximum and minimum temperatures recorded at the Knoxville McGhee Tyson Airport from January 1, 1950 to August 9, 2023, temperatures above 90 degrees Fahrenheit occurred an average of 35 times each year while temperatures below 10 degrees Fahrenheit occurred an average of 2.5 times per year. This demonstrates that extreme heat events are more likely than extreme cold events. In general, at least one extreme temperature event per year is "highly likely".

Probability: 3 – Likely

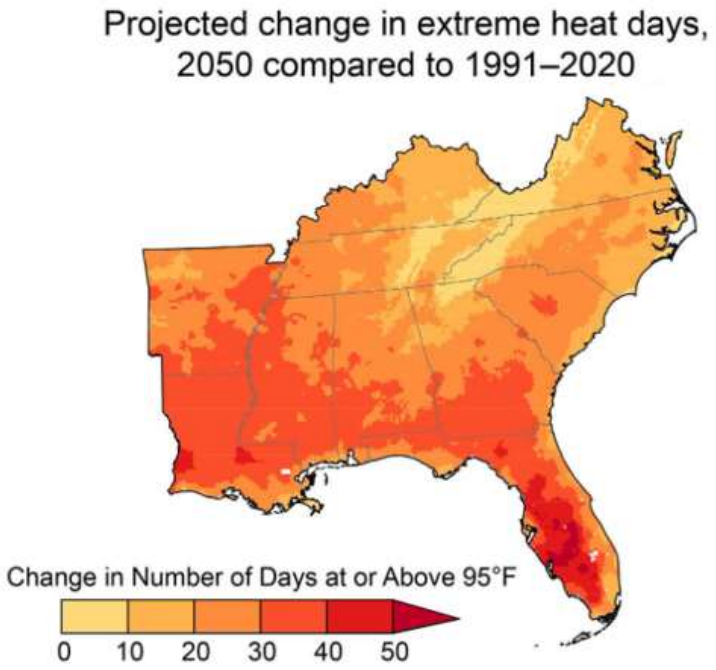
CLIMATE CHANGE

EXTREME HEAT

According to the Third National Climate Assessment, average temperatures across the Southeast have increased by an average of 2°F from 1970 to the present, with higher average temperatures during summer months. In particular, the warm minimum temperature has been increasing meaning that during warmer parts of the year, the coldest days are getting warmer. This is important because human health relies on cooler nights, and reduced cooling of overnight temperatures may create additional health stresses for local vulnerable populations. The Fifth National Climate Assessment's map of projected change in extreme heat days (Figure 5-20) projects that Knox County will experience 10-20 more extreme heat days by 2050 compared to 1991-2020.

Additionally, climate change is expected to increase the wet-bulb globe temperature (WBGT) in the Southeast, which is an indicator of heat related stress on the human body at work (or play) in direct sunlight. It measures the combined effects of temperature, humidity, wind, and sunlight on thermal comfort (Fifth National Climate Assessment, 2023).

Figure 5-20 – Projected change in Extreme Heat Days, 2050, compared to 1991-2020



Source: Fifth National Climate Assessment, 2023

Extreme Cold

While rising temperatures are typically associated with blistering summer days and heat waves, the most rapid temperature impact has been felt in the winter. According to the University of Chicago's Climate Impact Lab, Tennessee is expected to experience 17 fewer days below 32° between 2040 and 2059 under a medium-high emissions scenario. Therefore, it is anticipated that Knoxville will experience fewer extreme cold events under climate change.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Extreme temperature may cause illness and/or death. Children and infants, older adults, individuals with chronic conditions, and pregnant women are particularly vulnerable.
Responders	Consequences may be greater for responders if their work requires physical exertion, sun exposure, and/or wearing heavy protective gear.
Continuity of Operations (including Continued Delivery of Services)	Extreme temperature would have minimal impacts on continuity of operations. Complications may arise if electricity demand results in power outages; however, this should be managed for critical operations with backup power and system redundancies.
Property, Facilities and Infrastructure	Minor impacts may occur, including possible damages to road surfaces, rail lines, and power lines as well as increased strain on power generation and water systems infrastructure.
Environment	Environmental impacts include strain on local plant and wildlife, including potential for illness or death. Crops and livestock may be affected.
Economic Condition of the Jurisdiction	Short term impacts could include reduced local spending if individuals are encouraged to stay inside. Farmers may face crop losses or increased livestock costs resulting in income loss.
Public Confidence in the Jurisdiction's Governance	Extreme temperature is unlikely to impact public confidence because these events are frequent, and the public likely understands the potential impacts.

VULNERABILITY ASSESSMENT

PEOPLE

Extreme heat can cause heat stroke and even loss of human life. NCEI reports three fatalities from extreme heat since 1995. Extreme cold can cause hypothermia (an extreme lowering of the body's temperature), frostbite and death. Infants and the elderly are particularly at risk during extreme temperatures, but anyone can be affected. Older adults, very young children, people with chronic medical conditions, and pregnant women are most at risk. People who are socially isolated are also at heightened risk, as are individuals who work outside. Lower-income people who may struggle to pay for heat or air condition are also highly susceptible. Additionally, any individual can be susceptible to heat-related disorders if they participate in strenuous physical activities during hot weather or are not acclimated to hot weather.

Table 5-20 summarizes the percent of young children and older adults in the population by jurisdiction. Based on these statistics, exposure of vulnerable populations is a concern across the county.

Table 5-20 Population Under 5 Years of Age and Over 65 Years of Age by Jurisdiction

Jurisdiction	Population under 5 years of age (%)	Population over 65 years of age (%)
Farragut	4.4%	21.7%
Knoxville	5.1%	14.2%

Jurisdiction	Population under 5 years of age (%)	Population over 65 years of age (%)
Unincorporated Knox County	5.9%	16.9%

Source: U.S. Census Bureau, American Community Survey 2018-2025-year estimates

PROPERTY

Extreme temperatures normally do not impact structures. However, prolonged high heat exposure increases the risk of pavement deterioration, as well as railroad warping or buckling. High heat and extreme cold also puts a strain on energy systems and consumption, as air conditioners and heating systems are run at a higher rate and for longer. Extreme heat can also reduce transmission capacity over electric systems.

ENVIRONMENT

Wild animals are vulnerable to heat and cold disorders similar to humans, including mortality. Vegetation growth will be stunted, or plants may be killed if temperatures rise or fall above their tolerance extremes.

CHANGES IN DEVELOPMENT

Increases in impervious surface area can exacerbate heat conditions through the urban heat island effect, whereby the concentration of structures, infrastructure, and human activity, traps and stores heat, resulting in localized "heat islands." As development occurs, the area impacted by the urban heat island effect may grow. The severity of the urban heat island effect may be mitigated through the installation of cool roofs, urban trees, and other interventions that reflect heat or provide shade in urban areas.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes extreme heat hazard risk by jurisdiction. Extreme heat risk does not vary significantly by jurisdiction.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	4	2	4	1	3	3	H
Knoxville	4	2	4	1	3	3	H
Unincorporated Knox County	4	2	4	1	3	3	H

5.9 FLOOD

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Flood	Highly Likely	Limited	Large	6 to 12 hrs	Less than 1 week	3.2

HAZARD DESCRIPTION

Flooding is defined by the rising and overflowing of water onto normally dry land. As specified by FEMA, a flood is a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties. Inland flooding generally results from excessive precipitation and can stem from an overflow of inland waters or an unusual accumulation or runoff of surface waters from any source.

Flooding is the most frequent and costly natural hazard in the United States. Approximately 90 percent of all natural disasters in the U.S. involve flooding.

Inland flooding, the type of flooding that occurs in Knox County, can typically be classified under two categories: general riverine flooding, which is defined by precipitation over a given river basin for a long period of time, and flash flooding, which is the product of heavy localized precipitation over a short period of time. The severity of a flooding event is typically determined by a combination of several major factors, including stream and river basin topography and physiography, precipitation and weather patterns, recent soil moisture conditions, the degree of vegetative clearing, and impervious surface.

SOURCES AND TYPES OF FLOODING

Flooding in Knox County can be attributed to three main sources: riverine flooding, flash flooding, and localized stormwater flooding.

Riverine Flooding: Knox County has numerous rivers, streams, and tributaries running throughout its jurisdiction that are susceptible to overflowing their banks during and following excessive precipitation events. Factors that directly affect the amount of flood runoff include precipitation, intensity and distribution, the amount of soil moisture, seasonal variation in vegetation, snow depth, and water-resistance of the surface areas due to urbanization.

Riverine flooding is mapped and evaluated based on the floodplain, which is the area adjacent to rivers and streams that is expected to experience periodic flooding. Floodplains are discussed further under "Flooding and Floodplains" below.

Flash Flooding: A flash flood occurs when water levels rise at an extremely fast rate as a result of intense rainfall over a brief period, possibly from severe thunderstorms, hurricanes, or tropical storms, and sometimes combined with saturated soil or impermeable surfaces. Flash flooding can also result from dam or levee failures, which are discussed in Section 0, or from a sudden release of water held by a retention basin or other stormwater control facility.

Flash flooding can happen anywhere, in or out of floodplains. Flash flood hazards caused by surface water runoff are common in urbanized areas, where greater impervious surface (e.g., pavement and buildings) increases the amount of surface water generated.

Flash flooding is a dangerous form of flooding which can reach full peak in only a few minutes. The rapid onset allows little or no time for protective measures. Flash flood waters move at very fast speeds and can damage buildings and infrastructure, tear out trees, and scour channels. Flash flooding can result in higher loss of life, both human and animal, than slower developing river and stream flooding.

Localized Stormwater Flooding: Localized stormwater flooding occurs when heavy rainfall and an accumulation of runoff overburden the stormwater drainage system. Localized stormwater flooding can be attributed to large amounts of developed and impervious land, which limit ground absorption and increases surface water runoff. The following structural drainage issues may cause or exacerbate localized stormwater flooding:

- **Inadequate Capacity** – An undersized/under capacity pipe system can cause water to back-up behind a structure which can lead to areas of ponded water and/or overtopping of banks.
- **Clogged Inlets** – Debris covering the asphalt apron and the top of grate at catch basin inlets may contribute to an inadequate flow of stormwater into the system. Debris within the basin itself may also reduce the efficiency of the system by reducing the carrying capacity.
- **Blocked Drainage Outfalls** – Debris blockage or structural damage at drainage outfalls may prevent the system from discharging runoff, which may lead to a back-up of stormwater within the system.
- **Improper Grade** – Poorly graded asphalt around catch basin inlets may prevent stormwater from entering the catch basin as designed. Areas of settled asphalt may create low spots within the roadway that allow for areas of ponded water.

While localized flooding may not be as destructive riverine or coastal flooding, it is a chronic problem. The repetitive damage caused by such flooding can add up. Sewers may back up, yards can be inundated, and mechanical systems can be damaged when homes, businesses, and vehicles are flooded. These impacts, and other localized flooding impacts, can create public health and safety concerns. Drainage and sewer systems not designed to carry the capacity currently needed to handle increased storm runoff will only continue to cause flooding without mitigation.

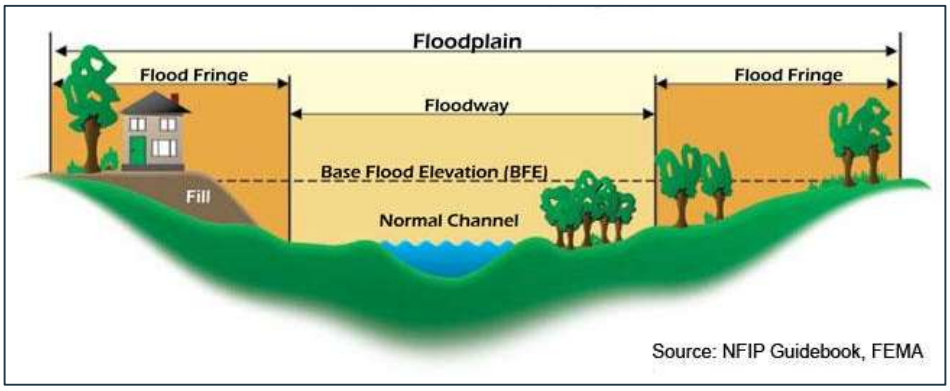
Sinkhole Flooding: Sinkhole flooding occurs when surface drainage goes underground into sinkholes, rather than continue to drain into tributaries and rivers that are part of the surface drainage basin. When floodwater drains into sinkholes, it is similar to a bathtub filling up when the faucet is turned on full force. Siphon holes suck out the water, like the drain in a bathtub. But, when there is too much water coming in at one time, or the siphon holes become clogged, the sinkhole fills up and eventually becomes a lake. The resulting back-up of floodwaters can cause damages to property.

The Ten Mile Creek Drainage Basin is a specific basin within the planning area that has been identified as prone to sinkhole flooding. The map in Figure 5-25 and Figure 5-26 shows locations within the Ten Mile Creek Drainage Basin that could be flooded if the outlet is plugged.

FLOODING AND FLOODPLAINS

A floodplain, as shown in Figure 5-21, is flat or nearly flat land adjacent to a stream or river that experiences occasional or periodic flooding. It includes the floodway, which consists of the stream channel and adjacent areas that carry flood flows, and the flood fringe, which are areas covered by the flood, but which do not experience a strong current. Floodplains are made when floodwaters exceed the capacity of the main channel or escape the channel by eroding its banks. When this occurs, sediments (including rocks and debris) are deposited that gradually build up over time to create the floor of the floodplain. Floodplains generally contain unconsolidated sediments, often extending below the bed of the stream.

Figure 5-21 Characteristics of a Floodplain



Source: FEMA

Floodplains are defined by the flood recurrence interval that is expected to cover them. In its common usage, the floodplain most often refers to the area that is inundated by the "100-year flood," better defined as the "1-percent-annual-chance flood" because it is the flood that has a 1 percent chance in any given year of being equaled or exceeded. The National Flood Insurance Program (NFIP) utilizes the 1-percent-annual-chance flood as a basis for floodplain management. The "500-year flood" or "0.2-percent-annual-chance flood" is the flood that has a 0.2 percent chance of being equaled or exceeded in any given year.

The potential for flooding can change and increase through various land use changes and changes to land surface, which result in a change to the floodplain. Similarly, a change in environment can create localized flooding problems inside and outside of natural floodplains by altering or confining natural drainage channels. These changes are most often created by human activity.

The 1-percent-annual-chance flood, which is the minimum standard used by most federal and state agencies, is used by the NFIP as the standard for floodplain management and to determine the need for flood insurance. Participation in the NFIP requires adoption and enforcement of a local floodplain management ordinance which is intended to prevent unsafe development in the floodplain, thereby reducing future flood damages. Participation in the NFIP allows for the federal government to make flood insurance available within the community as a financial protection against flood losses. Since floods have an annual probability of occurrence, have a known magnitude, depth and velocity for each event, and in many cases, have a map indicating where they will likely occur, they are in many ways often the most predictable and manageable hazard.

While weather forecasting can project periods of heavy rain, the likelihood of flooding is difficult to predict, leaving limited warning time for flood events. Especially as heavy rain events become more common, as discussed below under climate change, warning time for flooding may decrease, thereby increasing risk to those in harm's way.

Warning Time: 3 – 6 to 12 hours

Duration: 3 – Less than 1 week

LOCATION

Regulated floodplains are illustrated on inundation maps called Flood Insurance Rate Maps (FIRMs). A FIRM is the official map for a community on which FEMA has delineated both the Special Flood Hazard Areas (SFHAs) and the risk premium zones applicable to the community. SFHAs represent the areas subject to inundation by the 1-percent-annual-chance flood event. SFHAs and risk premium zones in Knox County and Knoxville were identified using the digital FIRMs (DFIRMs), effective as of August 5, 2013. The Town of Farragut's SFHA were identified on May 2, 2007. Descriptions of all mapped flood zones identified by the DFIRM are provided in Table 5-21.

Table 5-21 Mapped Flood Insurance Zones within Knox County

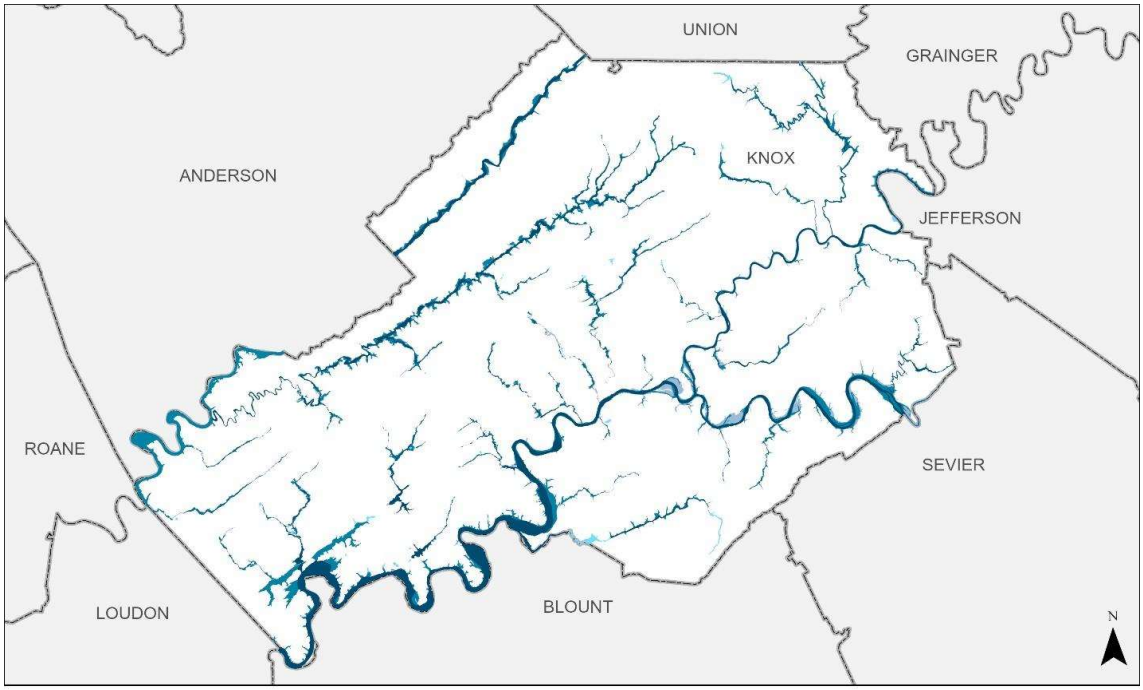
Zone	Description
A	Areas subject to inundation by the 1-percent-annual-chance flood event. Detailed analysis are not performed for such areas; no depths or base flood elevations are shown within these zones.
AE	Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. The AE Zones also depict the SFHA due to riverine flood sources, and they represent the flood profile determined by hydrologic and hydraulic investigations. Base Flood Elevations (BFEs) are shown.
0.2% Annual Chance (shaded Zone X)	Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee. No BFEs or base flood depths are shown within these zones. (Zone X (shaded) is used on new and revised maps in place of Zone B.)
Zone X (unshaded)	Minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones. Zone X (unshaded) is used on new and revised maps in place of Zone C.

Source: FEMA

It is important to note that while FEMA digital flood data is recognized as the best available data for planning purposes, it does not always reflect the most accurate and up-to-date flood risk. Floods can and do occur outside of the SFHA and Shaded X Zone.

Figure 5-22, Figure 5-23, and Figure 5-24 reflect the mapped flood insurance zones and flood depths in Knox County and its jurisdictions.

Figure 5-22 FEMA Flood Hazard Areas in Knox County



Flood Zones

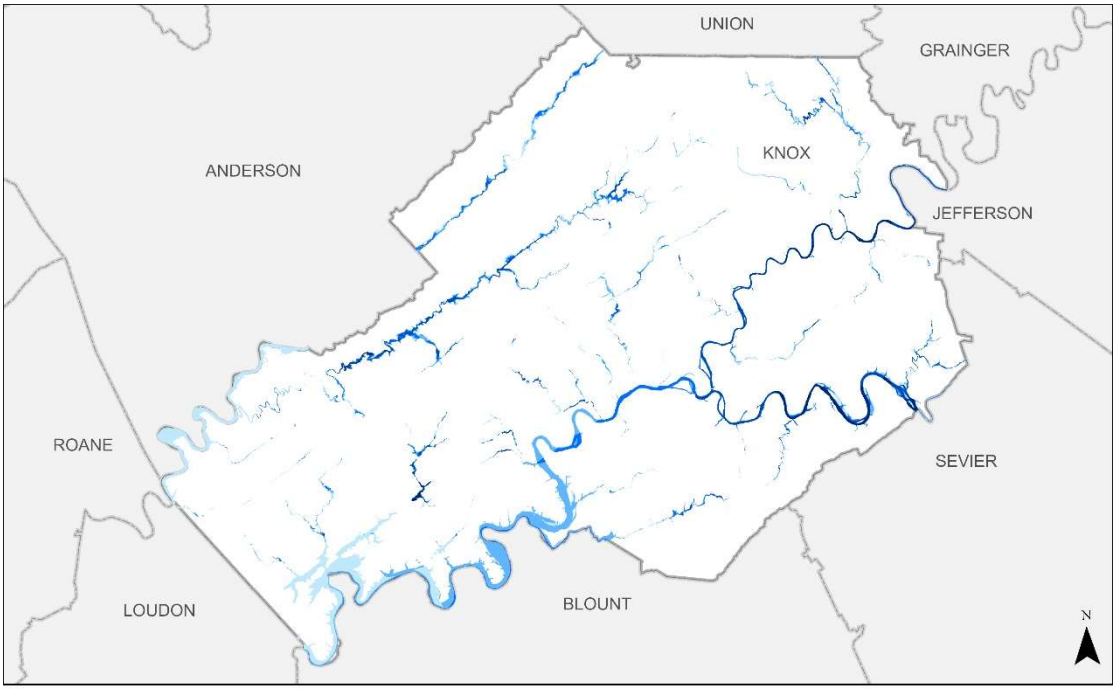
Knox County, Tennessee

Zone AE Floodway (100yr)
Zone AE (100 yr)
Zone A (100 yr)
Zone X Shaded (500 yr)
Counties

Miles
0 2.5 5 10

Map intended for planning purposes only
Data sources: ESRI, FEMA

Prepared by JH
June 2024



Flood Depth
100 yr Flood

Knox County, Tennessee

Flood Depth (ft.)
0 - 4
4 - 7.5
7.5 - 12
12 - 18
18 - 39.3
Counties

Miles
0 2.5 5 10

Map intended for planning purposes only
Data sources: ESRI, FEMA

Prepared by JH
July 2024

Figure 5-23 FEMA Flood Hazard Areas in the City of Knoxville

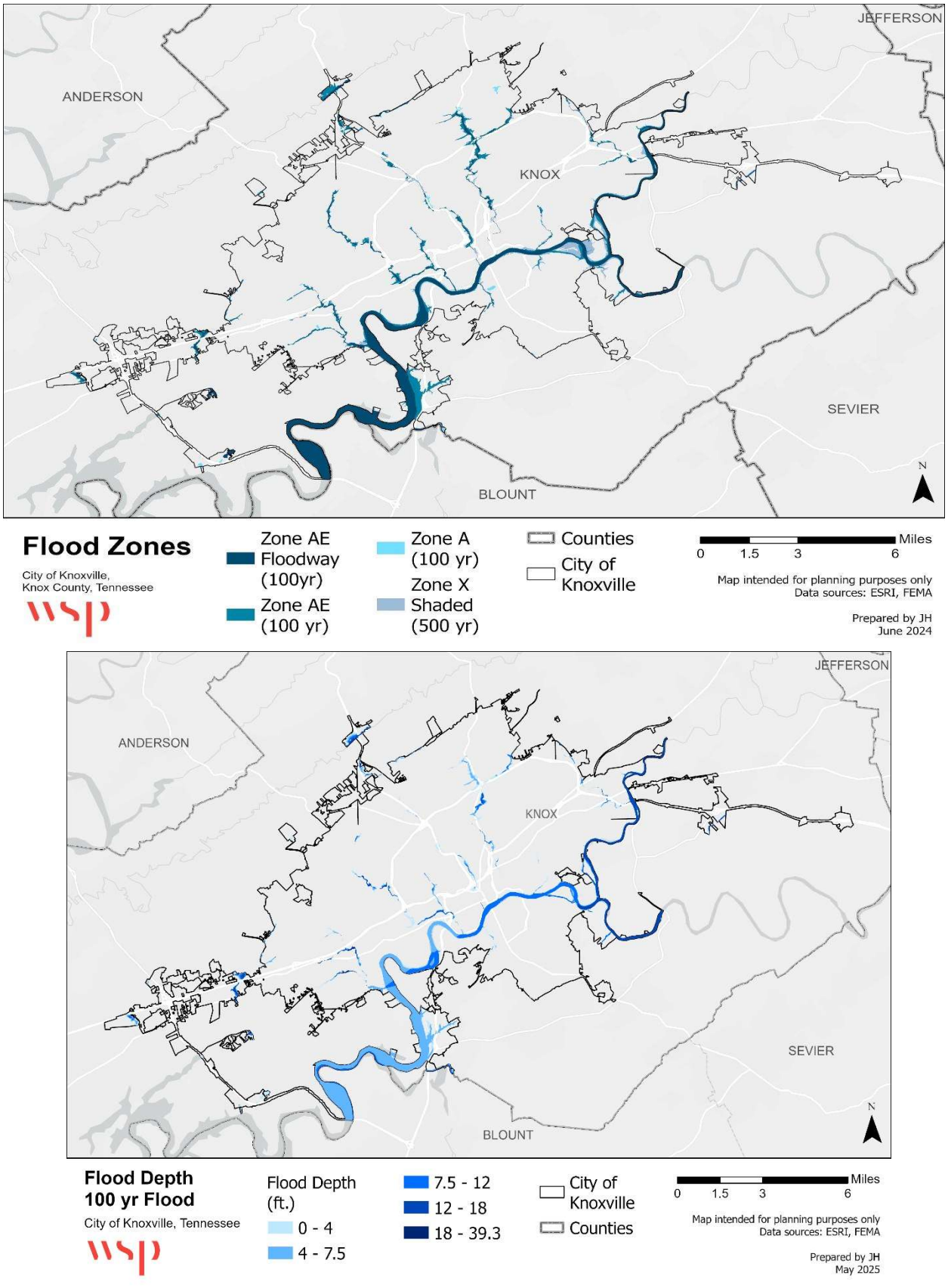
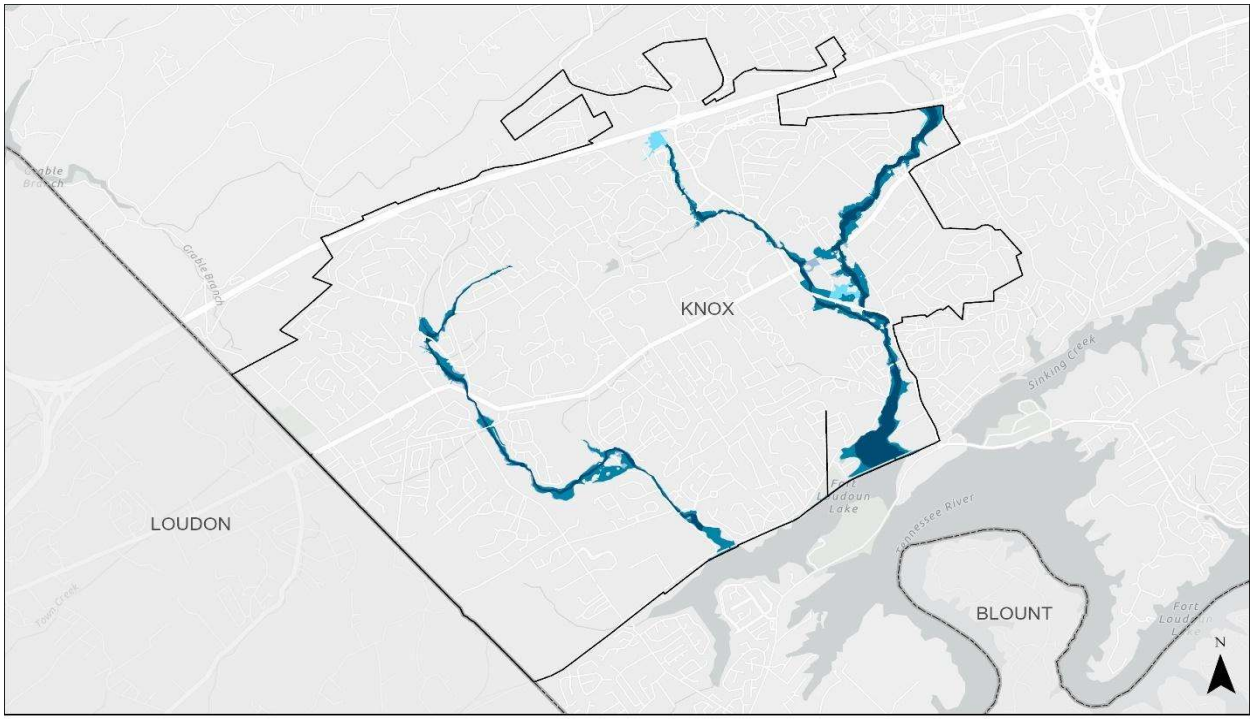


Figure 5-24 FEMA Flood Hazard Areas in the Town of Farragut



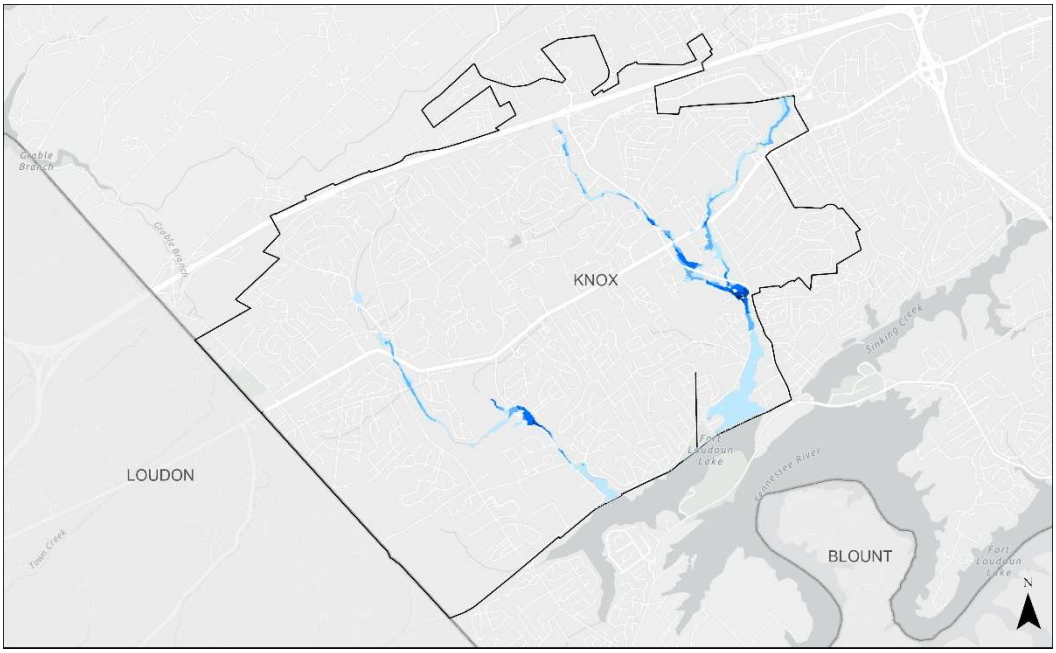
Flood Zones
Town of Farragut,
Knox County, Tennessee

Zone AE Floodway (100yr)
Zone AE (100 yr)
Zone A (100 yr)
Zone X Shaded (500 yr)
Counties
Town of Farragut

0 0.5 1 2 Miles

Map intended for planning purposes only
Data sources: ESRI, FEMA

Prepared by JH
June 2024



Flood Depth
100 yr Flood
Town of Farragut, Tennessee

Flood Depth (ft.)
0 - 4
4 - 7.5
7.5 - 12
12 - 18
18 - 39.3
Town of Farragut
Counties

0 0.5 1 2 Miles

Map intended for planning purposes only
Data sources: ESRI, FEMA

Prepared by JH
May 2025

Figure 5-25 Ten Mile Sinkhole Flooding

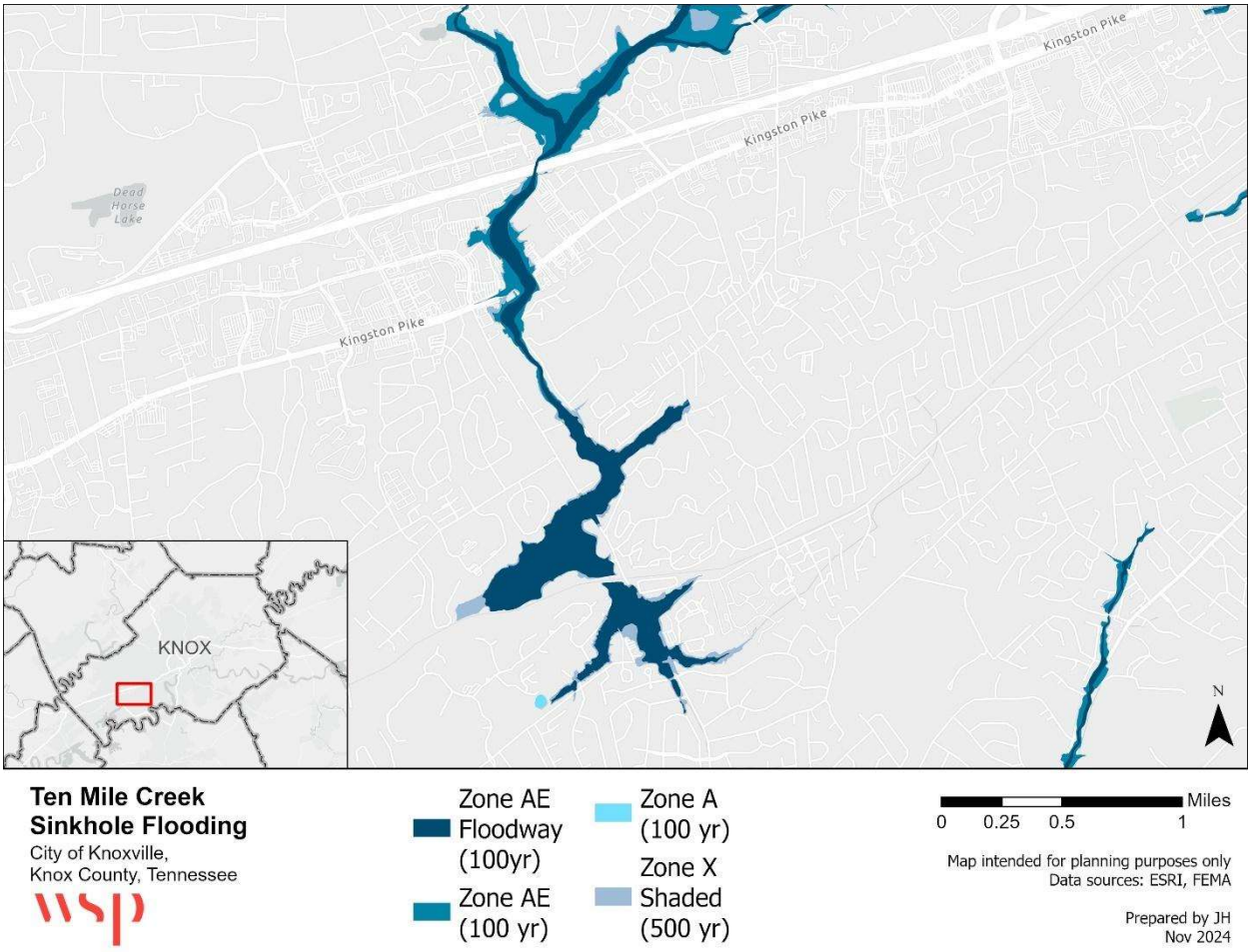
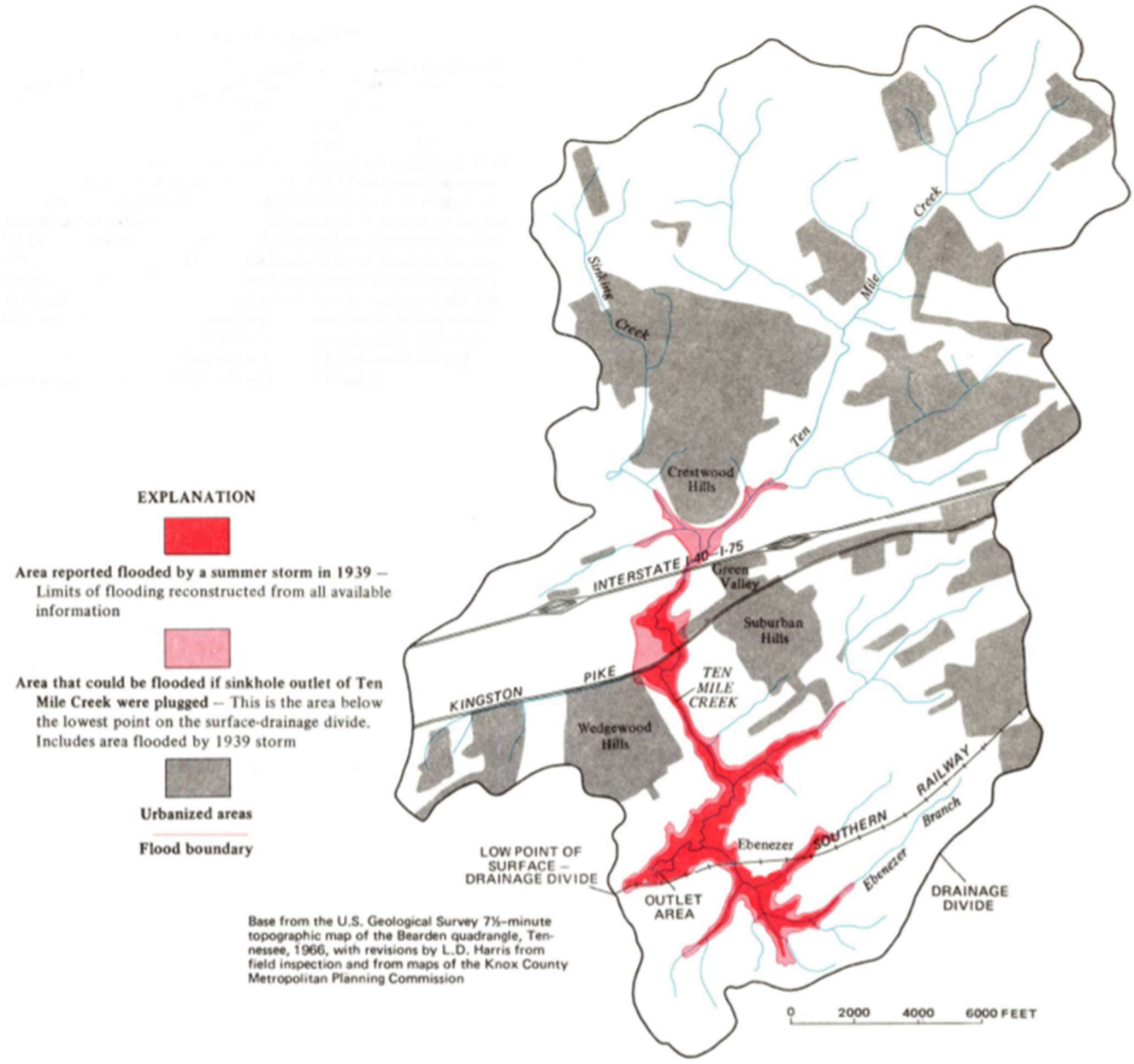


Figure 5-26 Ten Mile Creek Drainage Basin



Source: Tennessee Department of Environment and Conservation-Division of Geology, Harris 1973, Basins Drained by Sinkholes in Knox County, TN, USGS Map 1-767-G

Spatial Extent: 4 – Large

Table 5-22, Table 5-23, and Table 5-24 provides a summary of each jurisdiction's area within the floodplain.

Table 5-22 Summary of Flood Zone Acreage in unincorporated Knox County

Flood Zone	Acreage
A	512.2
AE	11,818.5
Floodway	12,838.7
0.2% Annual Chance Flood Hazard	3,682.9
Total	**28,852.3**

Source: FEMA 2017 DFIRM

Table 5-23 Summary of Flood Zone Acreage in Knoxville

Flood Zone	Acreage
A	97.6
AE	1,716.5
Floodway	3,954.9
0.2% Annual Chance Flood Hazard	954.3
Total	**6,723.4**

Source: FEMA 2017 DFIRM

Table 5-24 Summary of Flood Zone Acreage in Farragut

Flood Zone	Acreage
A	21
AE	211.6
Floodway	199.6
0.2% Annual Chance Flood Hazard	48.2
Total	**480.4**

Source: FEMA 2007 DFIRM

EXTENT

Flood extent can be defined by the amount of land in the floodplain, detailed above in Tables 5-22, 5-23, and 5-24. The severity of a flood can also be measured by its depth and velocity. The depth of flooding that impacts a property is correlated with the property damages that result, where greater depths cause more substantial damages.

Impact: 3 – Critical

HISTORICAL OCCURRENCES

The flood events in the NCDC database were reviewed. Considering the dates and times, as well as narrative descriptions, it was determined that there were 82 separate reported flood events in the Planning Area between 1997 and 2023. Of the 82 events, 29 were reported as river floods. The remaining 53 were flash floods. The NCDC database does not categorize sinkhole flooding. However, the narrative descriptions indicate sinkhole flooding, where applicable. In all, these events resulted in an estimated $45.907 Million in property damages.

In addition, Knox County experienced 10 Presidential disaster declarations that included flooding between 1953 and 2023. For five of those declarations (DRs 1464, 1331, 424, 1974, and 4005), however, the damages in Knox County, and its inclusion in the declarations were primarily for tornado events. Additional local and historical accounts are provided below.

- **July 7, 2022, Flood**—A humid airmass remained in place beneath a west-northwesterly flow aloft. Weak boundaries triggered convection in WNW to ESE oriented bands, some which were anchored to a higher terrain. Vehicles were submerged along 23rd Street and a few residents were rescued from nearby apartments. The flood caused 20,000 dollars in property damages.
- **February 6, 2020, Flood**—A cold front extending from the Texas coast to the southern Appalachians resulted in heavy rainfall of five to six inches across most of the Knox County area. This resulted in numerous road closures, a few roadway rescues, and 10,000 dollars in property damages.
- **February 23, 2019, Flood**—A strong low pressure system moved from northeast New Mexico to the Great Lakes, providing strong southerly flow from the Gulf and significant amounts of rainfall. Numerous roadways and structures were flooded. A 59-year-old motorist became submerged and died shortly after. The storm caused 32.5 million dollars in damages across Knox County.
- **May 27, 2017, Severe Storms and Flooding**—Severe storms came through east Tennessee causing thousands of dollars in damage. Governor Bill Haslam requested federal aid for cleanup and recovery for 12 counties, including Knox County.
- **April 22, 2017**—A low pressure moved into the central plains moving a surface front southeastward towards middle Tennessee. This placed the upper Tennessee Valley in a warm and humid air mass, which aided in the generation of heavy rainfall and severe storms for several days. Beaver Creek went out of its bank, with water reaching the skirting of a mobile home.
- **February 15-23, 2015, Winter Storm and Flooding**—A severe winter storm affected much of east Tennessee, including Knox County, causing intense flooding. There were 30 casualties through this storm.
- **April 2-5, 2012, Flash Flooding**—Severe weather caused flash flooding in the planning area during these days.
- **July 2, 2012, Flood, Heavy Rain** - Isolated to scattered afternoon and evening thunderstorms produced reports of hail, wind damage, and locally heavy rainfall. Water covering several roadways in Farragut and west Knoxville.
- **April 27, 2011, Flash Flooding**—Severe storms including intense rain, hail and tornadoes swept over east Tennessee, including Knox County. Several intersections were flooded.
- **February 28, 2011, Flash Flooding**—As a result of this event, police closed Interstate 640. North Knoxville & Fountain City—shopping centers along Broadway flooded up to car windows.
- **September 26, 2009, Flash Flooding**—Flooding occurred on a few streets in southeast Knoxville. Several inches to nearly a foot of water was reported over the streets, with several areas briefly impassable due to the flooding.
- **September 23, 2006, Flash Flooding**—Flooding from stationary thunderstorms caused flooding of streets in downtown Knoxville and in the west end of the county. In the Cedar Bluff area, floodwaters covered streets and entered some basements.
- **August 4, 2006, Flash Flooding**—Thunderstorm rains produced four feet of water at the intersection of Cumberland and Poplar Streets in Knoxville.
- **July 6, 2005, Flash Flooding**—Three feet of water on Interstate 40 at Papermill Road.

- **June 17, 2004, Flash Flooding**—"Shoulder deep" water covered the parking of an apartment complex in Bearden, covering some vehicles and invading several units. Also, water filled the parking of a popular restaurant in Bearden, completely submerging several vehicles. Damage was estimated at $300,000.
- **June 14, 2004, Flash Flooding**—Car submerged on Kingston Pike as flash flood waters invaded area. Damage estimated at $10,000.
- **May 5, 2003, Flash Flooding**—Kingston Pike and Gleason Road flooded and closed. Some sinkholes filled to overflowing, minor mudslides. Damage estimated at

  $2,800,000.
- **April 10, 2003, Flood**—Seven day rainfall totals (4th through the 10th) of three to five inches were reported across central east Tennessee and northeast Tennessee, with one to three inches occurring on the 10th. Several secondary roads across the area were flooded with several rivers experiencing some minor flooding including the Clinch, French Broad, Holston, Pigeon and Powell rivers.
- **February 21, 2003, Flood**—With the ground already saturated from the previous week's rainfall, three day rainfall totals of one to three inches created some flooding of streams and rivers as well as several mudslides across east Tennessee. Rivers which rose above their flood stages included the South Chickamauga, Clinch, Powell, Holston, Pigeon, French Broad and Sequatchie rivers.
- **February 14-16, 2003, Flood**—Seventy roads reported to be flooded with some closed. One injury reported in an apartment complex which was destroyed by a mudslide. Four day rainfall totals of two to eight inches fell across east Tennessee, with the highest amounts occurring across the Cumberland Plateau and adjacent valleys areas. This rainfall combined with a melting snowpack (reports of up to a foot in the higher elevations) to produce widespread flooding of rivers and streams with numerous mudslides also reported (one notable mudslide pushed an apartment complex off its foundation in Knox County). The Powell, Clinch and Holston rivers measured the most significant rises with Claiborne, Rhea and Knox counties reporting the most significant damage.
- **March 17, 2002, Flood**—Widespread flooding occurred across most of East Tennessee with the hardest hit counties in central East Tennessee including Bledsoe, Meigs, Roane, Rhea, Loudon, Blount, Knox, and Sevier Counties. Rainfall totals between five and eight inches were reported in 36 hours. Numerous major rivers flooded including the Clinch, Powell, Sequatchie, and Pigeon Rivers. Total damage estimates were calculated to be over 5 million dollars.
- **January 23, 2002, Flood**—Prolonged heavy rain throughout the day resulted in numerous road closings across much of central East Tennessee.
- **August 30, 2001, Urban Flood**—Many roads in the Cedar Bluff, Cross Park and Bridgewater areas were flooded and closed. Several persons had to be evacuated from cars.
- **April 4, 2000, Flash Flood**
- **July 11, 1999, Flood**—Widespread showers and thunderstorms with heavy rain caused flooding problems throughout much of East Tennessee. In Knox County, many cars were stranded in flooded underpasses.
- **June 1-2, 1998, Flash Flooding**—Apartment building evacuated due to flooding at Knox Lane

and Fair Drive. Alcoa Highway near the Navy/Marine Corps Reserve Center was impassable due to water across the road.

- **May 21, 1998, Flash Flooding**—junction of John Sevier and Asheville Highway was flooded up to car bumpers.
- **May 7, 1998, Urban Flood**—Flooding on Emory Road and Norris Freeway.
- **April 17-18, 1998, Flash Flooding (FEMA-1215-DR)**—Long-lived heavy rain event caused evacuations of apartments throughout the county. Numerous roads underwater and impassable throughout county. Road near West Town Mall flooded. 2 inches of rain per hour near Karns.
- **July 1, 1997, Flash Flood**—Flash flooding in the Shipetown area resulted in a tractor trailer and several cars stalling in flooding from Flat Creek along Mine Road. Several individuals including the tractor trailer driver, had to be rescued from their vehicles.
- **April 21, 1997, Flash Flood**—Heavy rain over several hours resulted in flash flooding. Parts of I-40 were underwater
- **May 9, 1995, Flash Flooding**—Several roads were closed due to flooding.
- **April 15, 1994, Flash Flooding/Sinkhole Flooding**—Locally heavy rainfall produced flash flooding across the southeast corner of Tennessee. Numerous roads were closed because of the flash flooding. Some rock and mud slides occurred as well. An apartment complex was flooded in Knox County. Damages were estimated at $50,000.
- **March 27, 1994, flash flooding/sinkhole flooding**
- **February 10-11, 1994, Flash Flooding/Sinkhole Flooding**
- **December 4, 1993, Flash Flooding**—Several roads were flooded
- **August 20, 1993, Flash Flooding**—Nearly 2.00 inches of rain flooded a few roads and underpasses
- **July 31, 1982, Flood**—This flood on upper First Creek exceeded all experienced previously in its urban history. Intense rainfall over a 13-hour period produced several rain gage totals in the Fountain City area that exceeded seven inches. Floods on upper First Creek and to a much lesser extent other Knoxville streams resulted in damages estimated by the Knoxville News-Sentinel at $1.2 to $2 million. Fourth Creek also flooded as a result of this event causing extensive inundation of roads and parking lots.
- **March 21, 1973, Flood (Fema-366-DR)**
- **1971, Flood**—this flood event included sinkhole flooding in the ten-mile creek drainage basin. A 16-square mile area drains into a two-mile long sinkhole that is about 50 feet deep. The sinkhole filled up during the flood event and backed up into the drainage basin causing flooding. Among other damages, waters that backed up, went over a dike built around a pumping station, causing an estimated $150,000 in damages and putting the station out of commission for an extended period.
- **March 27, 1963, Flood (FEMA151-DR)**—This federal disaster declaration was made following severe storms and heavy rains caused urban flooding in the planning area.

PROBABILITY OF FUTURE OCCURRENCE

By definition, SFHAs are those areas that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year, and the Shaded X Zone is the area that will be inundated by the flood event having a 0.2-percent chance of being equaled or exceeded in any given year. This delineation is a useful way to identify the most at-risk areas. However, flooding does not occur in set intervals; any given flood may be more or less severe than the defined 1-percent-annual-chance flood. There is also risk of localized stormwater flooding in areas outside the SFHA and at different intervals than the 1-percent-annual-chance flood.

Floods of varying severity occur regularly in Knox County. Based on data from FEMA, the NCDC database and local accounts, from 2013 to 2023, there were 44 records of flood or flash flood events over a 10-year period. The average number of flood and flash flood events calculates to 4.4 per year. Therefore, the probability of future occurrences for flooding is "highly likely."

Probability: 4 – Highly Likely

CLIMATE CHANGE

According to the Fourth National Climate Assessment, the frequency and intensity of heavy precipitation events is expected to increase across the country. More specifically, there is a 90-100% probability that by the late 21st century most areas of the U.S. will exhibit an increase of at least 5% in the maximum 5-day precipitation. Overall increases in precipitation totals are also expected in the Southeast. The mean change in the annual number of days with rainfall over 1 inch for the Southeastern U.S. is 0.5 to 1.5 days. Therefore, with more rainfall falling in more intense incidents, the planning area may experience more frequent flash flooding and localized stormwater flooding. Increased flooding may also result from more intense tropical cyclones; researchers have noted the occurrence of more intense storms bringing greater rainfall totals, a trend that is expected to continue as ocean and air temperatures rise.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Localized impact expected to be severe for flooded areas. People may become stranded in their homes or vehicles. Flooding may cause injuries or loss of life. People may also suffer large financial losses, especially if they do not have flood insurance for their home and/or contents.
Responders	First responders are at risk when attempting to rescue people from flooded homes or vehicles. They are subject to the same health hazards as the public. Flood waters may prevent access to areas in need of response or the flood may prevent access to the critical facilities themselves which may prolong response time.
Continuity of Operations (including Continued Delivery of Services)	Floods can severely disrupt normal operations, especially when there is a loss of power or when flooding blocks access to facilities or travel routes. Damage to facilities in the affected area may require temporary relocation of some operations. Localized disruption of roads, facilities, and/or utilities may postpone delivery of some services.
Property, Facilities and Infrastructure	Buildings and infrastructure, including transportation and utility infrastructure, may be damaged or destroyed. Impacts are expected to be localized to the area of the incident. Severe damage is possible.
Environment	Chemicals and other hazardous substances may contaminate local water bodies. Wildlife and livestock deaths are possible. Flooding may adversely impact crops and other vegetation through inundation and impacts to the soil. Conversely, flooding in wetlands can support biodiversity and may control invasive water weeds. Shallow flooding could also create breeding grounds for mosquitos and increase exposure to mosquito-borne diseases. Snakes may also make their way to the flooded areas.
Economic Condition of the Jurisdiction	Local economy and finances may be adversely affected, possibly for an extended period. During floods (especially flash floods), roads, bridges, buildings and vehicles can be destroyed. Businesses may need to shut down if they are damaged. According to the NFIP, almost 40 percent of small businesses that are impacted by a flood never reopen their doors. It may take years for affected communities to rebuild and recover and for business to return to normal.
Public Confidence in the Jurisdiction's Governance	Public confidence is often impacted by flood events, especially when impacted individuals do not have flood insurance, or when government aid for recovery is needed, which can be a difficult process to navigate. The ability to respond and recover may be questioned and challenged if planning, response, and recovery are not timely and effective.

VULNERABILITY ASSESSMENT

PEOPLE

Flood events pose many threats to public health and safety. While such problems are often not reported, three general types of health hazards accompany floods: physical hazards from the water itself, environmental hazards in the aftermath of the flood, and long-term psychological hazards. These common health and safety hazards are detailed below:

- **Contaminated water**: Floodwaters carry anything that was on the ground that the upstream runoff picked up, including dirt, oil, animal waste, and lawn, farm and industrial chemicals. Pastures and areas where farm animals are kept or where their wastes are stored can contribute polluted waters to the receiving streams. Floodwaters also saturate the ground, which leads to infiltration into sanitary sewer lines, or wastewater treatment plants may be flooded or over loaded. When wastewater treatment plants are flooded, there is nowhere for the sewage to flow. Infiltration and lack of treatment can lead to overloaded sewer lines that can back up into low-lying areas and homes. Even when it is diluted by flood waters, raw sewage can be a breeding ground for bacteria such as E.coli and other disease causing agents. Private sewer and septic

systems may also introduce pollutants into floodwaters. Private wells may become contaminated through infiltration of polluted water. Given the many potential sources of contamination, direct or indirect contact with floodwaters poses a significant health risk for contraction of infectious disease.

- **Debris**: During a flood, debris carried by floodwaters can cause physical injury from impact. During the recovery process, people may often need to clear debris out of their properties but may encounter dangers such as sharp materials or rusty nails that pose a risk of tetanus.
- **Unsafe food**: If floodwaters come into contact with food items, that food may no longer be safe for consumption due to the potential contaminants in the floodwaters. Foods stored in cardboard, plastic bags, jars, bottles, and paper packaging may all be subject to contamination. Even if foods don't come into direct contact with floodwaters, the introduction of mold and mildew from flooding may cause foods to spoil faster. Additionally, power outages may cause refrigerated and frozen foods to spoil.
- **Mosquitos and animals**: After most of the water has receded, stagnant pools can become breeding grounds for mosquitoes, which may carry infectious diseases such as West Nile virus or St. Louis encephalitis. Wild animals such as snakes or rodents may carried by floodwaters or lose their habitat and seek shelter in buildings. Snakes may also be swimming in floodwaters seeking higher ground. People may be at risk for bites or disease if they come in contact with these animals or animal carcasses.
- **Mold and mildew**: Areas of a building that were exposed to excessive moisture can breed mold and mildew. Molds can start to grow in only 24 to 48 hours and will continue to grow without steps to dry out and disinfect the affected surface. Some molds are allergens, while others can produce harmful mycotoxins. Exposure to mold can cause respiratory problems; nasal and sinus congestion; eye, nose, and throat irritation; aches and pains; and effects on the nervous system. Infants, children, immunocompromised individuals, elderly adults, pregnant women, and individuals with respiratory conditions are all at higher risk.
- **Reentering a flooded building**: Health hazards may occur when heating ducts in a forced air system are not properly cleaned after inundation. When the furnace or air conditioner is turned on, the sediments left in the ducts are circulated throughout the building and breathed in by the occupants. If the public water systems lose pressure, public water supplies may be contaminated, and a boil order may be issued to protect people and animals from contaminated water.
- **Mental stress**: Long-term psychological impacts can result after having been through a flood and seeing one's home damaged and personal belongings destroyed. The cost and labor needed to repair a flood-damaged home can also put a severe strain on people, especially individuals who were unprepared and uninsured. There is also a long-term problem for those who know that their homes can be flooded again. The resulting stress on floodplain residents takes its toll in the form of aggravated physical and mental health problems.

Floods can also result in fatalities. Individuals face high risk when driving through flooded streets.

Another important consideration for the health and safety of residents and visitors is the ability to safely evacuate flooded areas. Isolated and aging individuals may have difficulty evacuating due to lack of transportation access or limited evacuation options.

PROPERTY

Residential, commercial, and public buildings, as well as critical facilities and infrastructure such as transportation, water, energy, and communication systems may be damaged or destroyed by flood waters. Table 5-26, Table 5-27, and Table 5-28 summarize the property exposure by occupancy in each flood zone throughout the County.

Table 5-26 Property Exposure by Flood Zone and Occupancy – Unincorporated Knox County

Occupancy Type	Building Count Exposed	Total Building Value	Estimated Content Value	Total Value
Zone A				
Commercial	2	$2,810,411	$2,810,411	$5,620,822
Industrial	2	$840,279	$840,279	$1,680,558
Religious	2	$1,348,414	$1,348,414	$2,696,827
Residential	11	$2,076,278	$1,038,139	$3,114,416
Total	17	$7,075,381	$6,037,242	$13,112,623
Zone AE				
Agricultural	5	$2,432,982	$2,432,982	$4,865,964
Commercial	102	$125,907,020	$127,402,295	$253,309,315
Government	3	$498,512	$498,512	$997,023
Industrial	34	$27,202,758	$37,436,476	$64,639,234
Religious	3	$4,316,624	$4,316,624	$8,633,249
Residential	572	$106,583,056	$53,291,528	$159,874,584
Total	719	$266,940,952	$225,378,417	$492,319,369
Zone AE Floodway				
Commercial	19	$9,616,427	$10,567,439	$20,183,867
Industrial	3	$904,023	$1,127,746	$2,031,769
Residential	42	$9,491,225	$4,745,613	$14,236,838
Total	64	$20,011,676	$16,440,798	$36,452,474
Zone X Shaded				
Agricultural	1	$585,734	$585,734	$1,171,468
Commercial	67	$185,822,900	$187,228,007	$373,050,908
Government	3	$4,185,951	$4,234,611	$8,420,562
Industrial	36	$72,464,353	$104,555,550	$177,019,903
Religious	2	$1,960,413	$1,960,413	$3,920,826
Residential	397	$77,443,900	$38,721,950	$116,165,850
Total	506	$342,463,251	$337,286,266	$679,749,517

Source: Hazus, NSI

Table 5-27 Property Exposure by Flood Zone and Occupancy – Knoxville

Occupancy Type	Building Count Exposed	Total Building Value	Estimated Content Value	Total Value
Zone A				
Commercial	5	$4,179,472	$4,179,472	$8,358,943
Education	1	$301,312	$301,312	$602,625
Industrial	1	$228,888	$343,331	$572,219
Residential	1	$81,743	$40,872	$122,615
Total	**8**	**$4,791,415**	**$4,864,987**	**$9,656,402**
Zone AE				
Agricultural	1	$1,137,315	$1,137,315	$2,274,630
Commercial	181	$154,614,956	$157,663,873	$312,278,829
Education	1	$2,186,675	$2,186,675	$4,373,350
Government	3	$5,037,088	$5,037,088	$10,074,176
Industrial	36	$38,993,178	$55,359,836	$94,353,015
Religious	3	$1,973,373	$1,973,373	$3,946,746
Residential	246	$40,726,722	$20,363,361	$61,090,083
Total	**471**	**$244,669,307**	**$243,721,520**	**$488,390,827**
Zone AE Floodway				
Agricultural	1	$550,183	$550,183	$1,100,366
Commercial	23	$22,077,973	$20,522,309	$42,600,282
Industrial	12	$9,359,457	$12,147,305	$21,506,761
Religious	1	$1,008,999	$1,008,999	$2,017,999
Residential	19	$6,184,481	$3,092,240	$9,276,721
Total	**56**	**$39,181,093**	**$37,321,036**	**$76,502,130**
Zone X Shaded				
Agricultural	1	$128,637	$128,637	$257,275
Commercial	104	$115,008,770	$115,826,065	$230,834,835
Government	5	$4,691,006	$5,793,212	$10,484,218
Industrial	38	$29,900,189	$40,930,019	$70,830,208
Religious	6	$8,893,629	$8,893,629	$17,787,259
Residential	163	$34,321,832	$17,160,916	$51,482,748
Total	**317**	**$192,944,063**	**$188,732,479**	**$381,676,542**

Source: FEMA Effective DFIRM; Knox County GIS

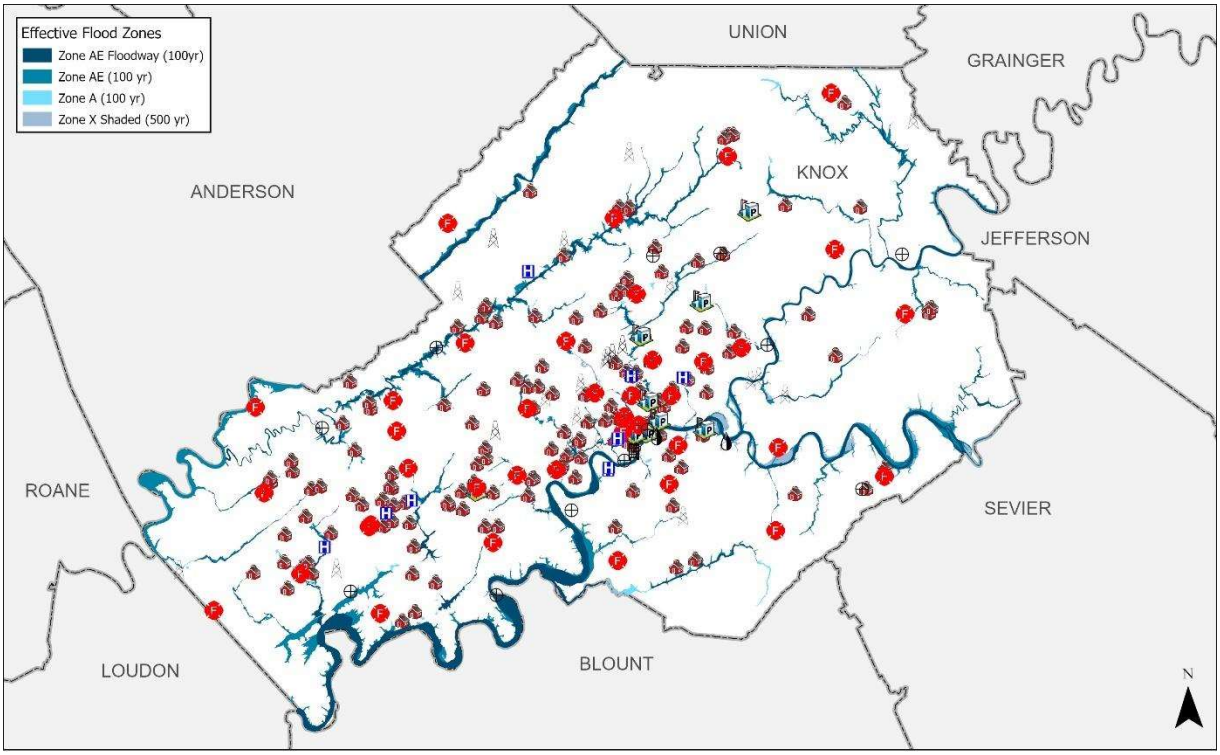
Table 5-28 Property Exposure by Flood Zone and Occupancy – Farragut

Occupancy Type	Building Count Exposed	Total Building Value	Estimated Content Value	Total Value
Zone A				
None	0	$0	$0	$0
Total	**0**	**$0**	**$0**	**$0**
Zone AE				
Commercial	4	$6,951,604	$6,951,604	$13,903,207
Religious	1	$244,902	$244,902	$489,804
Residential	13	$3,256,061	$1,628,030	$4,884,091
Total	**18**	**$10,452,566**	**$8,824,536**	**$19,277,103**
Zone AE Floodway				
Residential	1	$162,789	$81,394	$244,183
Total	**1**	**$162,789**	**$81,394**	**$244,183**
Zone X Shaded				
Commercial	12	$5,982,820	$6,077,139	$12,059,960
Industrial	1	$188,686	$188,686	$377,373
Residential	5	$1,552,154	$776,077	$2,328,231
Total	**18**	**$7,723,660**	**$7,041,903**	**$14,765,563**

Source: FEMA Effective DFIRM; Knox County GIS

Several of the buildings experiencing flood risk are critical facilities, which help ensure that a community continues to function and serve the public. Figure 5-27, Figure 5-28, and Figure 5-29 show the location of critical facilities in relation to the floodplain.

Figure 5-27 Critical Facilities Flood Exposure – Knox County



CRITICAL FACILITIES
FLOOD EXPOSURE
Knox County, Tennessee

wsp

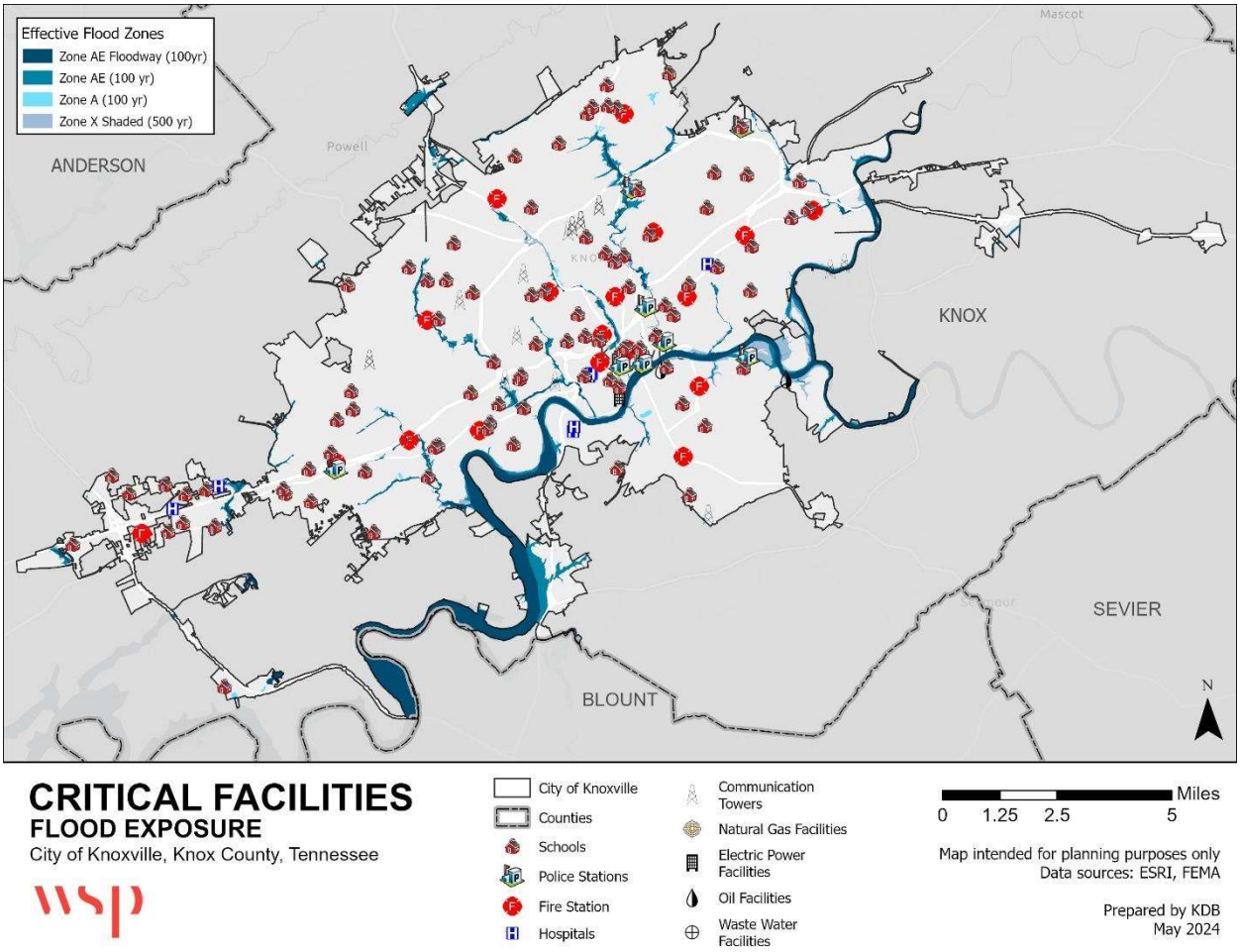
Schools
Police Stations
Fire Station
Hospitals
Communication Towers
Natural Gas Facilities
Electric Power Facilities
Oil Facilities
Waste Water Facilities
Counties

Miles
0 2.5 5 10

Map intended for planning purposes only
Data sources: ESRI, FEMA

Prepared by KDB
May 2024

Figure 5-28 Critical Facilities Flood Exposure – Knoxville



CRITICAL FACILITIES
FLOOD EXPOSURE
City of Knoxville, Knox County, Tennessee

WSP

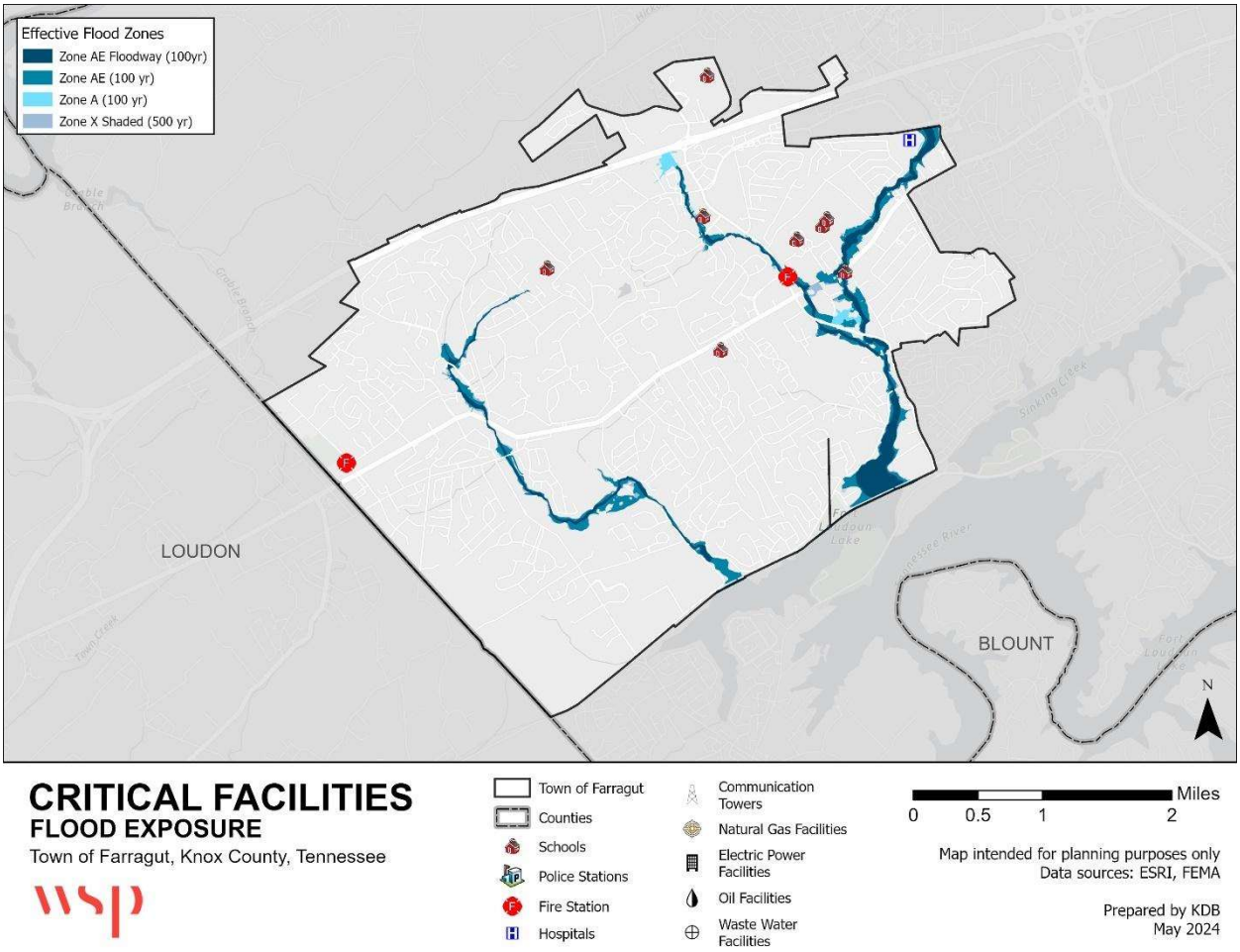
City of Knoxville
Counties
Schools
Police Stations
Fire Station
Hospitals
Communication Towers
Natural Gas Facilities
Electric Power Facilities
Oil Facilities
Waste Water Facilities

0 1.25 2.5 5 Miles

Map intended for planning purposes only
Data sources: ESRI, FEMA

Prepared by KDB
May 2024

Figure 5-29 Critical Facilities Flood Exposure - Farragut



WSP staff conducted a HAZUS run to generate the potential losses from a 100-year flood event. Results are shown in Table 5-29, Table 5-30, and Table 5-31 below, and it should be noted that this analysis does not consider damages caused by flash flooding or sinkhole flooding. Damages causes by these events are difficult to estimate due to many variables such as duration and intensity of rainfall.

Table 5-29 One Percent Annual Chance Flood Loss Summary, Unincorporated Knox County

Type of Building	# of Damaged Buildings	Building Loss	Content Loss	Inventory Loss	Total Loss
Agricultural	3	$111,743	$449,309	$40,009	$601,061
Commercial	83	$27,515,105	$74,500,064	$2,314,167	$104,329,336
Industrial	22	$6,659,360	$14,508,272	$2,370,679	$23,538,310
Religious	4	$784,471	$5,642,234	$0	$6,426,705
Residential	412	$26,531,820	$14,003,638	$0	$40,535,458
Total	524	$61,602,499	$109,103,518	$4,724,855	$175,430,871

Source: Hazus

Table 5-30 One Percent Annual Chance Flood Loss Summary, City of Knoxville

Type of Building	# of Damaged Buildings	Building Loss	Content Loss	Inventory Loss	Total Loss
Agricultural	1	$112,818	$432,527	$4,320	$549,665
Commercial	136	$53,668,080	$117,548,950	$3,681,794	$174,898,825
Government	3	$381,668	$2,083,902	$0	$2,465,569
Industrial	35	$35,079,802	$73,675,751	$10,962,954	$119,718,506
Religious	6	$943,311	$4,723,048	$0	$5,666,359
Residential	131	$7,922,470	$4,533,409	$0	$12,455,878
Total	312	$98,108,149	$202,997,586	$14,649,068	$315,754,804

Source: Hazus

Table 5-31 One Percent Annual Chance Flood Loss Summary, Town of Farragut

Type of Building	# of Damaged Buildings	Building Loss	Content Loss	Inventory Loss	Total Loss
Commercial	2	$308,929.60	$1,399,054.81	$0.00	$1,707,984.41
Residential	15	$704,919.37	$387,578.92	$0.00	$1,092,498.29
Grand Total	17	$1,013,848.97	$1,786,633.72	$0.00	$2,800,482.70

Source: Hazus

NATIONAL FLOOD INSURANCE PROGRAM

The tables below provide details on participation in the National Flood Insurance Program as well as flood insurance policies and claims.

Community Participation in the National Flood Insurance Program in Knox County

Jurisdiction	Status/Date	CRS Participant (Y/N)/ Class	Effective FIRM Date	Floodplain Administrator
Knox County	Participating Regular-7/23/1971	Y Class 8	8/05/2013	Eddy Roberts Eddy.Roberts@knoxcounty.org
City of Knoxville	Participating Regular-5/01/1971	Y Class 6	8/05/2013	David McGinley dmcginley@knoxvilletn.gov
Town of Farragut	Participating Regular-7/23/1971	N	8/05/2013	Mark Shipley mshipley@townoffarragut.org

Source: FEMA NFIP Community Status Book, Community Contacts

NFIP Policy and Claim Information

Jurisdiction	NFIP Policies in Force	Insurance in Force	Written Premium in Force	Total Annual Payments
Farragut	59	$20,153,000	$51,199	$63,414
Knox County	568	$171,873,000	$505,665	$630,163
Knoxville	381	$111,599,000	$284,987	$367,313
Total	**1,008**	**$303,625,000**	**$841,851**	**$1,060,890**

Source: FEMA NFIP Policy Statistics via Floodsmart.gov, October 2024

SUMMARY OF INSURED FLOOD LOSSES

Flood insurance policy records provide another measure of historical flood occurrences. According to records available via OpenFEMA, there have been 168 paid flood insurance claims in Knox County and its jurisdictions since 1971, totaling over $3 million in claim payments. These records are summarized in Table 5-25 by jurisdiction. It should be emphasized that these numbers include only those losses to structures that were insured through the NFIP and for losses in which claims were sought and received. It is likely that many additional instances of flood loss in Knox County and its jurisdictions were either uninsured, denied claims payment, or not reported.

Table 5-25 Summary of Insured Flood Losses in Knox County

Location	Closed Paid Losses	Total Closed Paid Losses
Farragut	$80,830.64	10
Knoxville	$1,874,171.20	73
Unincorporated Knox County	$1,458,761.84	85
Total	**$3,413,763.24**	**168**

Source: OpenFEMA Data Sets, accessed September 2024

Repetitive Loss Analysis

A repetitive loss property is a property for which two or more flood insurance claims of more than $1,000 have been paid by the NFIP within any 10-year period since 1978. Some repetitive loss buildings are classified as "severe repetitive loss" properties if they have four or more separate claim payments of more than $5,000 each (including building and contents payments) or two or more separate claim payments (building only) where the total of the payments exceeds the current value of the property.

According to NFIP records as of February 2024, there were a total of 66 repetitive loss properties within the planning area. Most of the properties are residential, while 4 are classified as non-residential.

Table 5-32 summarizes repetitive loss properties by jurisdiction as identified by FEMA through the NFIP and reported in the OpenFEMA database.

Table 5-32 Repetitive Loss Properties by Jurisdiction

Jurisdiction	RL Property Count	SRL Property Count	Total
100-Year Floodplain (A, AE, A06, A07 & A14)			
Farragut	0	0	0
Knoxville	24	2	26
Unincorporated Knox County	13	1	14
500-Year Floodplain (C, B, & X)			
Farragut	2	0	2
Knoxville	12	2	14
Unincorporated Knox County	8	2	10
Total	**59**	**7**	**66**

Source: OpenFEMA Data Sets, Accessed September 2024
RL=Repetitive Loss
SRL = Severe Repetitive Loss

ENVIRONMENT

During a flood event, chemicals and other hazardous substances may end up contaminating local water bodies. Flooding kills animals and in general disrupts the ecosystem. Snakes and insects may also make their way to the flooded areas.

Floods can also cause significant erosion, which can alter streambanks and deposit sediment, changing the flow of streams and rivers and potentially reducing the drainage capacity of those waterbodies.

CHANGES IN DEVELOPMENT

It is very likely that development can and will change the flood hazard and increase risk. If development expands outwards towards undeveloped areas, it will increase impervious surface coverage, potentially intensifying flooding. Infill development paired with low-impact development strategies and adequate stormwater infrastructure can allow for growth while minimizing stormwater runoff, which contributes to flash flooding.

AREAS SUBJECT TO FUTURE FLOODING

Areas subject to continued or worsening flooding in the future include existing floodplain areas, surrounding moderate risk areas, and urbanized areas with inadequate stormwater management. The following factors may influence future flooding:

- Changes in floodplain development and demographics may result in increased exposure and increased vulnerability. If development occurs in the floodplain without proper flood protection, these properties will be vulnerable to flood. Additionally, encroachments, such as new development and/or fill in the flood fringe, which is the area of the floodplain outside the floodway, reduce the natural floodplain and limit natural floodplain functions. Encroachments can cause a rise in the base flood elevation, putting new and existing development at greater risk. Increases in socially vulnerable populations, discussed in Section 3, within the floodplain can also increase future flood risk.
- Development in the watershed may alter flood patterns and increase flood frequency and intensity. Increased development anywhere in the planning area will likely lead to increased impervious surfaces; such development will limit infiltration and increase runoff. This is especially true of increased development within or near identified floodplains where development may contribute to increased runoff and simultaneously reduce natural floodplain areas and limit natural floodplain functions. There will be a greater strain on stormwater infrastructure to convey runoff and a possibility for more flash flooding and urban flooding where system capacity is overwhelmed.
- Climate change, as discussed above, may cause an increase in the frequency and intensity of heavy rainfall events. These changes could result in more frequent flooding and/or flooding of greater magnitude.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes flood hazard risk by jurisdiction.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	3	2	4	3	3	2.9	M
Knoxville	4	2	4	3	3	3.2	H
Knox County	4	2	4	3	3	3.2	H

5.10 LAND SUBSIDENCE/SINKHOLES

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Land Subsidence/Sinkholes	4	2	2	4	1	2.7

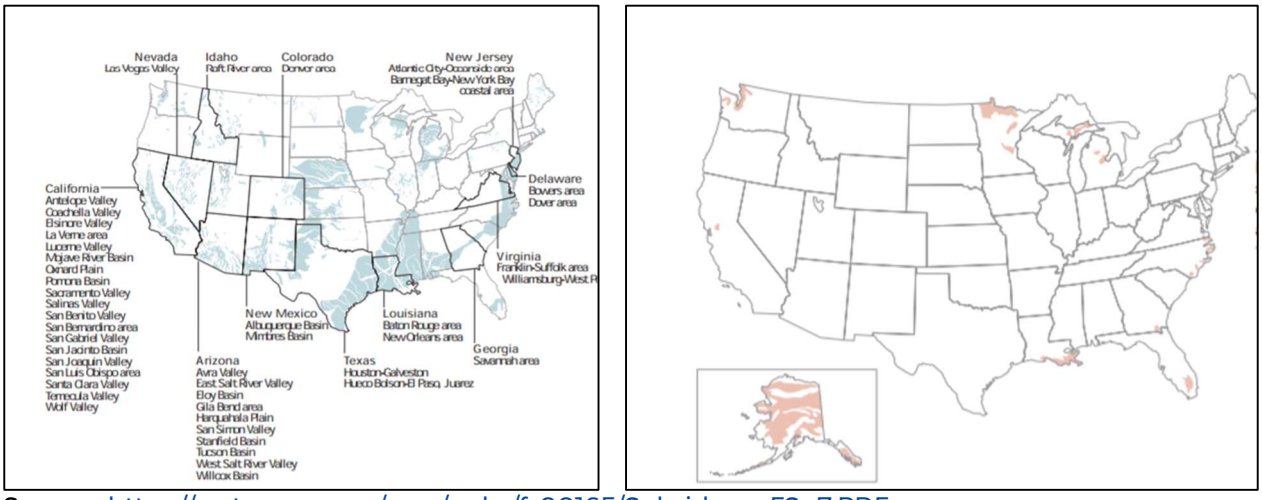
HAZARD DESCRIPTION

Land subsidence is the gradual settling or sudden sinking of the earth's surface due to subsurface movement of earthen minerals, rocks, soil and water. The principal causes are identified as aquifer system compaction, drainage of organic soils, underground mining, hydrocompaction, natural compaction, sinkholes, and thawing permafrost. These causes are further defined by three distinct processes:

- Compaction of aquifer systems due to excessive groundwater pumping;
- Drainage and subsequent oxidation of organic soils; and
- Dissolution and collapse of susceptible rocks/subsurface cavities, or sinkholes.

Mining of ground water and drainage of organic soils are not applicable to the planning area. Figure 5-30 presents the location of subsidence attributed to these two causes.

Figure 5-30 Subsidence Attributed to Compaction of Aquifer Systems and Organic Soils



Source: https://water.usgs.gov/ogw/pubs/fs00165/SubsidenceFS.v7.PDF

Sinkholes, however, are prevalent within the planning area. Certain areas underlain by limestone and dolomite in the planning area contain surface depressions (sinkholes), caves, springs, and disappearing streams generally arranged in a systematic fashion. These features result from the solution of the limestone and dolomite by surface and groundwater. The type of landscape produced is so common worldwide in areas underlain by these rocks that a special term, karst, is used to describe it. Karst is a common underground condition in East Tennessee resulting in ground fissures, sinkholes, underground streams, and caverns. Most of Tennessee's geography contains some karst, but East Tennessee is one of the areas in Tennessee containing more karst than others. East Tennessee also suffers more sinkholes than other parts of the state. Common problems associated with the karst areas include subsidence, collapse, temporary or permanent flooding in sinkholes and contamination of groundwater resources.

Development of a karst landscape is dependent on the fact that limestone and dolomite slowly dissolved in water charged with weak acid. Groundwater with naturally produced weak organic acid causes the solution and removal of these minerals, developing pits, underground channel ways, and caverns into which the land surface slowly settles, and into which surface water flows. Sinkholes may result either from solution of dolomite or limestone by groundwater at the surface or by collapse of the roof of an underground cavern. This process results in disappearing or nonexistent surface drainage.

Shapes of sinkholes in the county are variable, ranging from a few funnel-like steep-sided holes to abundant relatively broad, nearly flat-bottomed basins. In general, funnel-like sinks are less than a few hundred feet in diameter and may be as much as 100 feet deep. Basin-like sinks are a few hundred to several thousand feet in diameter and a few feet to at least 80 feet deep.

Warning Time: 4 – Less than 6 hours

Duration: 1 – Less than 6 hours

LOCATION

According to a 1995 Investigation of Sinkhole Flooding Problems in Knoxville, Tennessee by Albert E. Ogden of the Department of Earth Sciences, Clemson, University, South Carolina, approximately 15 percent of the City of Knoxville is built around or in sinkholes. All areas underlain by limestone and dolomite in Knox County contain at least some solution features. Sinkholes, identified using the USDA's Web Soil Survey, are shown in Figure 5-31, Figure 5-32, and Figure 5-33.

Spatial Extent: 3 – Moderate

Figure 5-31 Sinkholes – Knox County

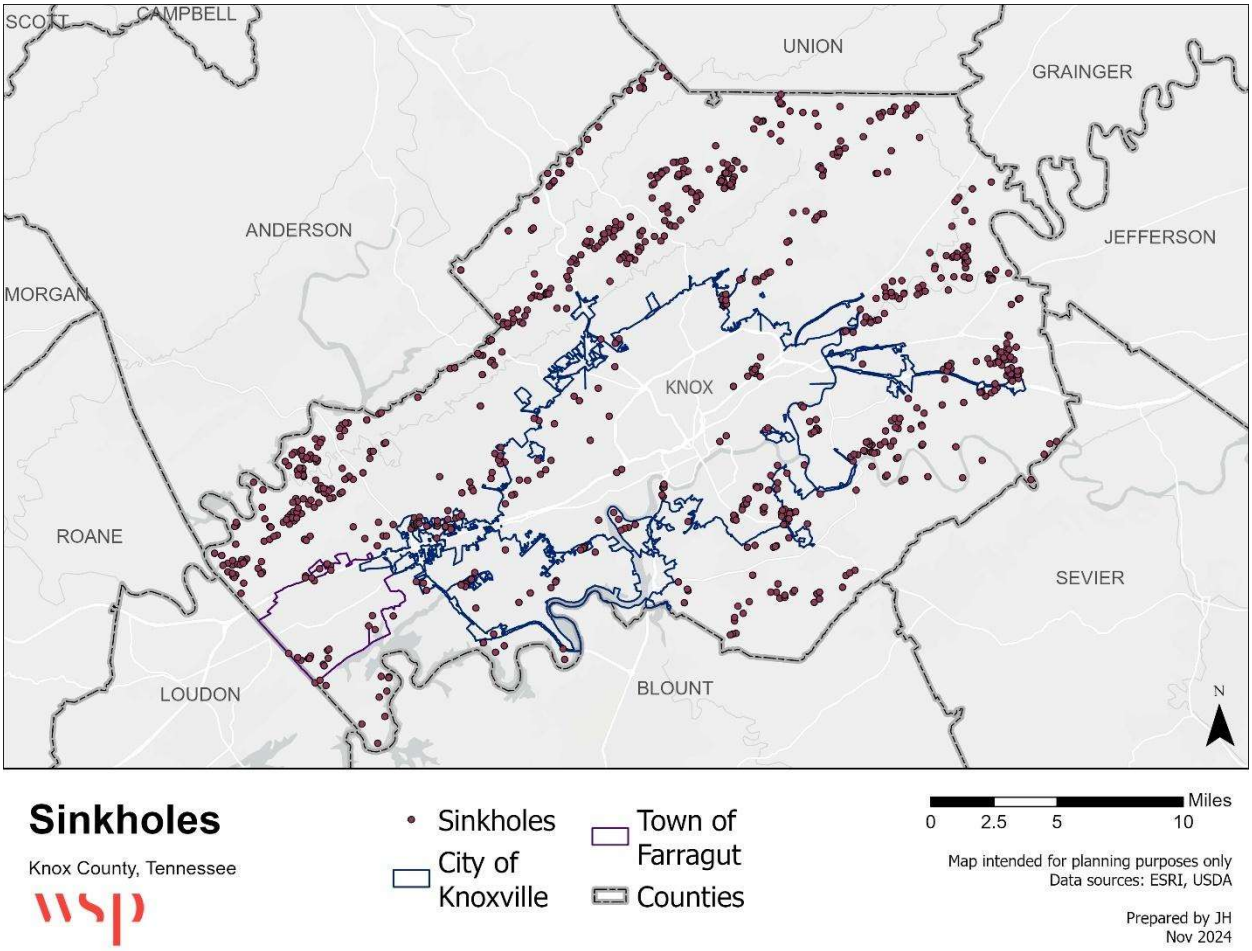


Figure 5-32 Sinkholes – City of Knoxville

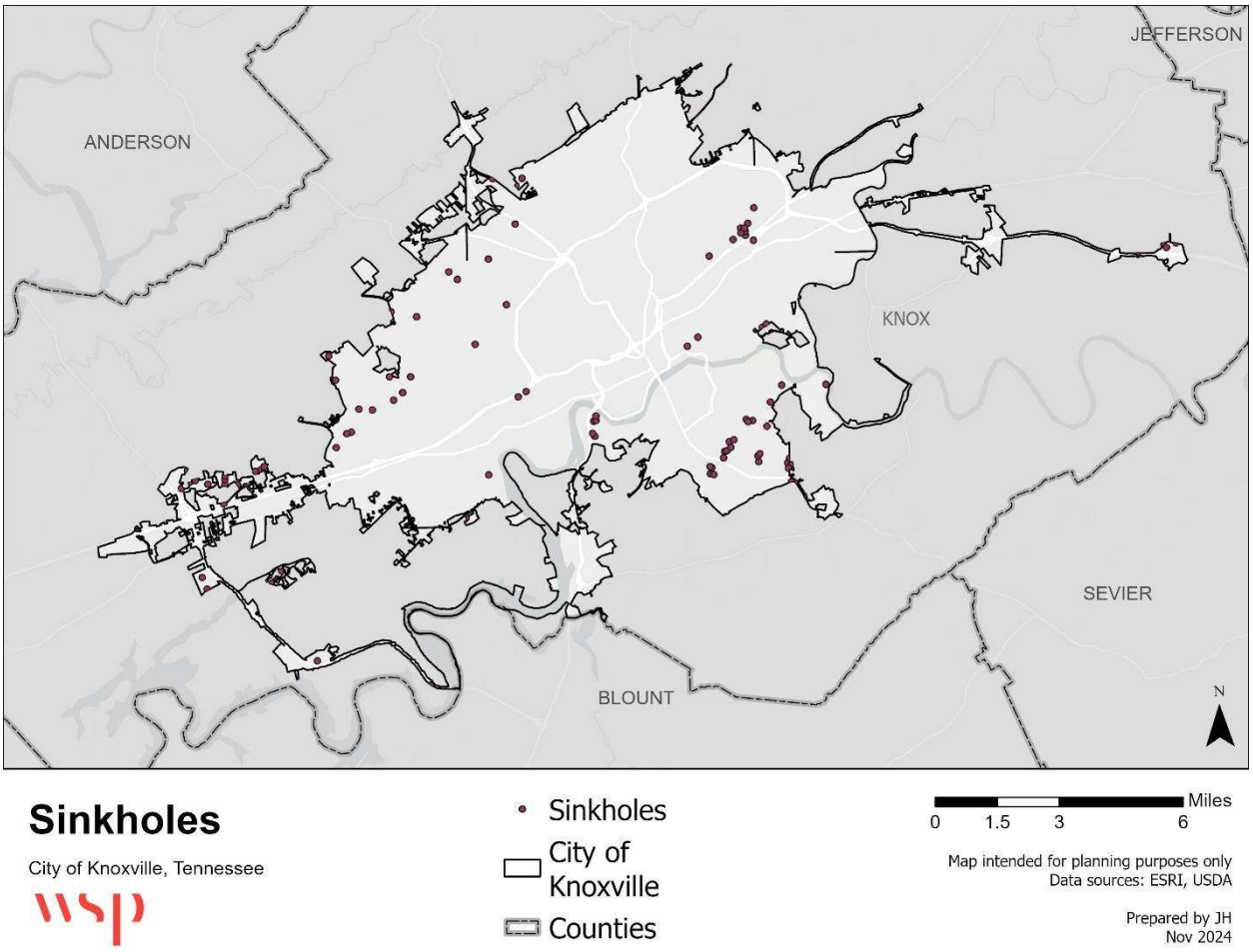
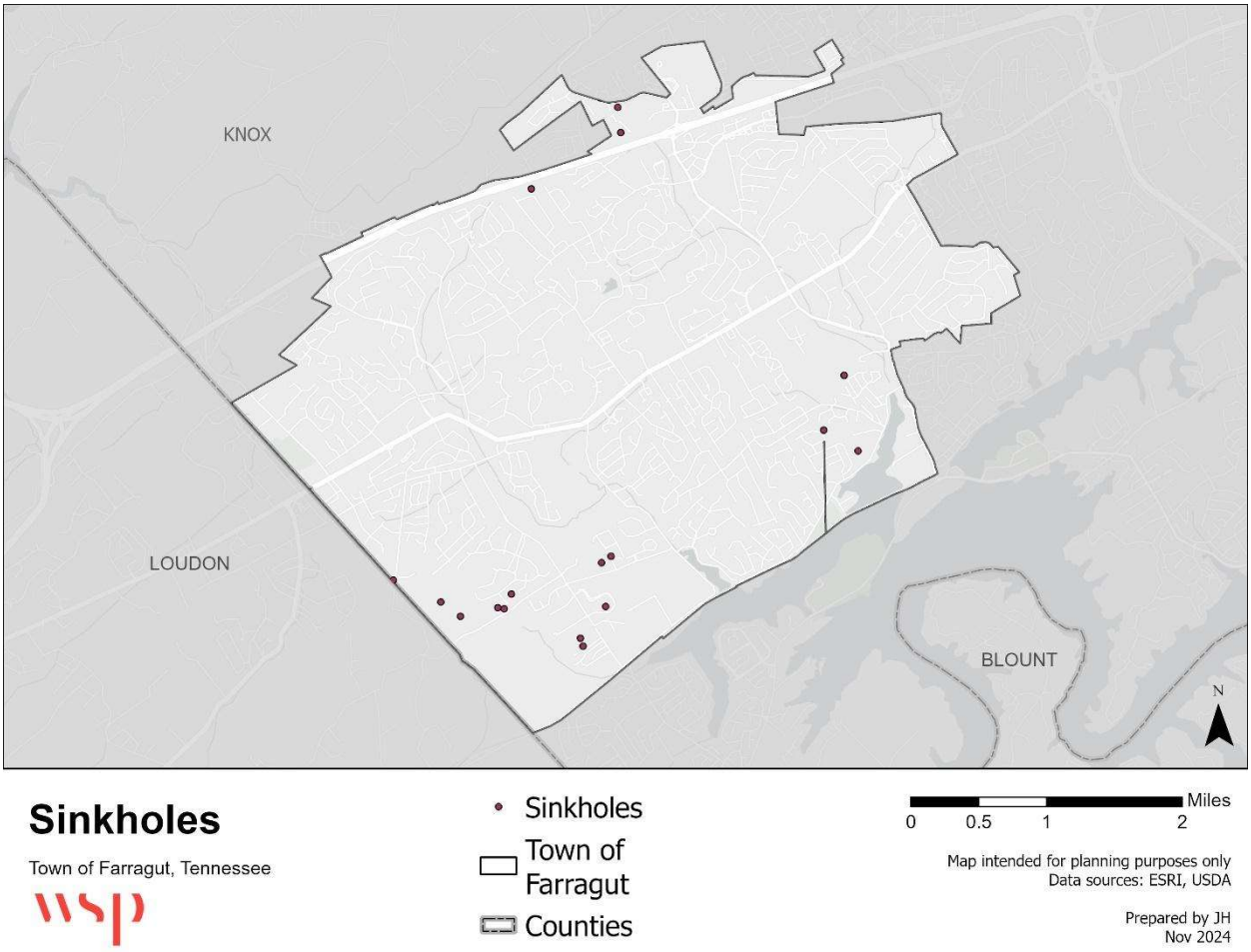


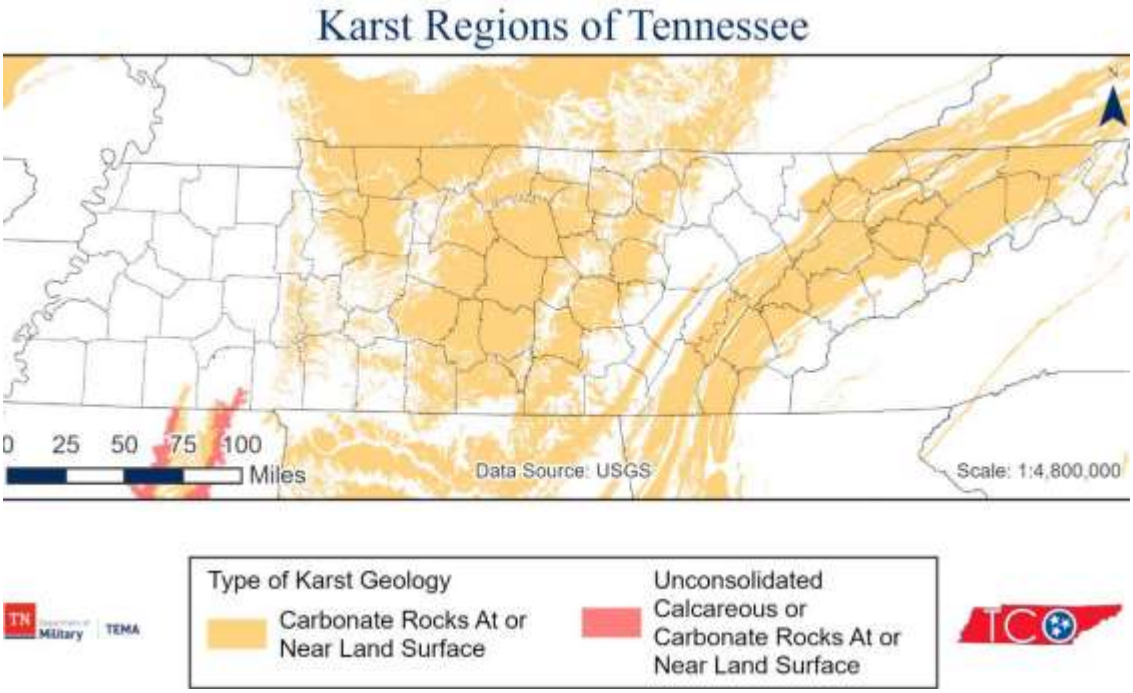
Figure 5-33 Sinkholes – Town of Farragut



EXTENT

Figure 5-34 from the 2023 TN State Hazard Mitigation Plan highlights the prevalence of karst across the state. Karst topography is prevalent in East Tennessee – including the planning area – meaning that the region is highly susceptible to sinkholes.

Figure 5-34 Karst Regions of TN



Source: 2023 TN State Hazard Mitigation Plan, USGS

Impact: 2 – Limited

HISTORICAL OCCURRENCES

No sinkhole database exists, so information on past sinkhole events is pieced together from news sources. Most of these incidents were reported in the Knox News Sentinel 2020 article, "East Tennessee Sinkholes Through the Years." Please note that this list is not exhaustive.

- **August 10, 2019**—A sinkhole near the Museum of Art in Knoxville opened up along World's Fair Drive. The sinkhole bent nearby railings and sidewalks and had the potential to open up wider.
- **March 19, 2019** – East Kingsgate Rd. is closed in Farragut after a sinkhole forms.
- **February 26, 2019**—A sinkhole on Greenwell Road in Powell opened up. The sinkhole was estimated to be around 20 feet deep.
- **January 10, 2018** – A sinkhole in East Knox County swallowed a horse, Peanut.
- **January 23, 2017** – A 15-ft sinkhole forces the closure of all northbound lanes of Alcoa Highway near Pellissippi Parkway
- **December 19, 2016** – A 20-ft sinkhole closed a section of Welsey Rd. between Kingston Pk and Dorchester Drive in the West Hills Neighborhood in West Knoxville.
- **September 27, 2016**—A sinkhole closed lanes on Alcoa Highway in South Knoxville. All

northbound lanes were closed and several southbound lanes. The sinkhole was 15 feet deep. The highway was not restored for several months due to the damage.

- **May 26, 2016**—A sinkhole opened near James White's Fort in historic downtown Knoxville. It only opened 18 inches, but officials believed it to be more than 50 feet deep.
- **December 26, 2015**—A sinkhole in West Knox County opened up on one family's property on Hickory Creek Road. It was 13 feet deep.
- **September 6, 2013** – Utility workers reconnect water pipe after a sinkhole forms in the frontyard of a home in the Gettysvue subdivision.
- **2013** – A sinkhole forms in Lovell Road near Interstate 40.
- **April 27, 2011**—Fox Lonas Road was closed between Crest Forrest and Roderick due to a large sinkhole that developed after an intense rainfall event. The large cavern developed underneath the roadway and had to be excavated and backfilled before the road could be reopened.
- **March 2011** – A sinkhole is observed at Cedar Bluff Elementary School.
- **May 2007**—A sinkhole developed on the south-bound side of Pellissippi Parkway just south of Oak Ridge Highway. The hole was initially filled with 720 tons of rock and 40 cubic yards of concrete. Temporary repairs resulted in repaving the section twice before permanent repairs could be made later that summer.
- **May 2005**—A sinkhole collapse occurred adjacent to Chapman Highway.
- **April 2005** – Two sinkholes form at the Northwest Sports Complex in Karns.
- **March 2004** – TDOT temporarily fixes a sinkhole on the inside lane of the I-40/75 eastbound.
- **February 9, 1999 –** A sinkhole damaged a Colonial owned pipeline in Knoxville. The ruptured pipeline released 53,550 gallons of diesel fuel into Goose Creek, which feeds into the Tennessee River. Approximately 18,000 tons of contaminated soil were excavated form the leak site the following spring. The 2023 TN State Hazard Mitigation Plan considers this to be the most significant occurrence of a sinkhole in the state of TN.
- **June 25, 1998** – A large sinkhole forms on Everett Road in West Knoxville.
- **July 23, 1996 –** A giant sinkhole caused the closing of a section of Topside Road in South Knox County.
- **December 1961** – A sinkhole opened in the front yard of a residential home in East Knoxville.
- **October 1956**—A sinkhole developed during construction of the First Creek sewer. The sinkhole developed just south of East Vine Avenue near Central Street

PROBABILITY OF FUTURE OCCURRENCE

Probability of future occurrence was calculated based on past occurrences and was assumed to be uniform across the county. During the period from 2000 – 2020, approximately 17 sinkholes formed in Knox County. This period results in an 81% of a sinkhole incident in the planning area. Therefore, the probability of this hazard is "highly likely."

Probability: 4 – Highly Likely

CLIMATE CHANGE

Climate change raise the likelihood of extreme weather, meaning the torrential rain and flooding conditions which often lead to the exposure of sinkholes are likely to become increasingly common. Certain events such as a heavy precipitation following a period of drought can trigger a sinkhole due to low levels of groundwater combined with a heavy influx of rain.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	People can be injured or killed if they fall into a sinkhole or if the ground gives way during a collapse. However, this is extremely rare.
Responders	Sinkholes often damage roadways, which can hinder first responders.
Continuity of Operations (including Continued Delivery of Services)	Impact on continuity of operations would be limited given the small, localized nature of sinkhole.
Property, Facilities and Infrastructure	Sinkholes can cause significant damage to foundations, driveways, walkways, and roads/highways. Sinkholes can also damage critical infrastructure – such as water and sewer lines and pipelines.
Environment	Sinkholes can contaminate groundwater by allowing surface water to drain directly into aquifers. In extreme cases, sinkholes can cause pipelines to rupture and release hazardous material into the environment.
Economic Condition of the Jurisdiction	Significant economic impact from sinkhole collapse is unlikely. However, sinkholes can close roadways and slow traffic, which could reduce access to local businesses, employers, etc.
Public Confidence in the Jurisdiction's Governance	Sinkholes are unlikely to affect public confidence in the jurisdiction's governance.

VULNERABILITY ASSESSMENT

PEOPLE

Residents living in sinkhole-prone areas are the most vulnerable and are primarily impacted via property damage. Sinkholes can damage foundations and in extreme cases swallow properties. Repairing sinkholes can be costly for homeowners and require specialized knowledge.

PROPERTY

Sinkholes are a hazard for properties and infrastructure within sinkhole-prone areas. Sinkholes can severely damage foundations, interior, and exterior walls and require expensive repairs. In Knox County, sinkholes have primarily impacted road and sidewalk infrastructure, requiring closures and costly repairs. Sinkholes have also impacted underground infrastructure such as pipelines, which lead to water and soil contamination.

ENVIRONMENT

Sinkholes have a minimal impact on the environment but lead to groundwater contamination by allowing surface water to drain directly into aquifers.

CHANGES IN DEVELOPMENT

The Knox County Stormwater Management Manual and Sinkhole Ordinance for the Town of Farragut contains regulations and policies for developments that are located near and/or drain to sinkholes. These include general requirements for placing substances and objects within sinkholes; filling or obstructing

sinkhole outlets and springs; stormwater runoff into sinkholes; disturbance in sinkhole drainage area; and building construction in sinkhole drainage areas.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes sinkhole risk by jurisdiction. The planning team only found 1 sinkhole incident in Farragut, while Knox County and Knoxville experienced several. Therefore, Farragut's vulnerability differs from Knox County and Knoxville.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	2	2	2	4	1	2.1	Low
Knoxville	4	2	3	4	1	2.7	Medium
Unincorporated Knox County	4	2	3	4	1	2.7	Medium

5.11 LANDSLIDES

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Landslides	3	2	3	4	1	2.6

HAZARD DESCRIPTION

Landslides are the downward and outward movement of earth materials on a slope. Landslides generally move by the falling, sliding, or flowing of rock and (or) soil, or by a combination of these and other less common types of movement. Causes include earthquakes, reservoir drawdowns, heavy precipitation, and floods.

Landslides constitute a major geologic hazard because they are widespread, occur in all 50 states and U.S. territories, and cause $1-2 billion in damages and more than 25 fatalities on average each year. Expansion of urban and recreational developments into hillside areas leads to more people that are threatened by landslides each year. Landslides commonly occur in connection with other major natural disasters such as earthquakes, volcanoes, wildfires, and floods.

The term landslide is often used interchangeably with mass wasting. Mass wasting is essentially the downward movement of earth materials. The two forms of mass wasting are classified as slope failures or sediment flows, the latter of which is often induced through the addition of water. They occur predominately in areas with steep slopes (such as slopes greater than 15 percent). They can be caused by both natural events (heavy rains, erosion, and earthquakes) and human-caused alterations to the land or a combination thereof. Generally, alterations to hillside and ridgetop land in the planning area are related to development activities and/or forestry practices. As slopes are cleared and graded, the likelihood of landslide events increases.

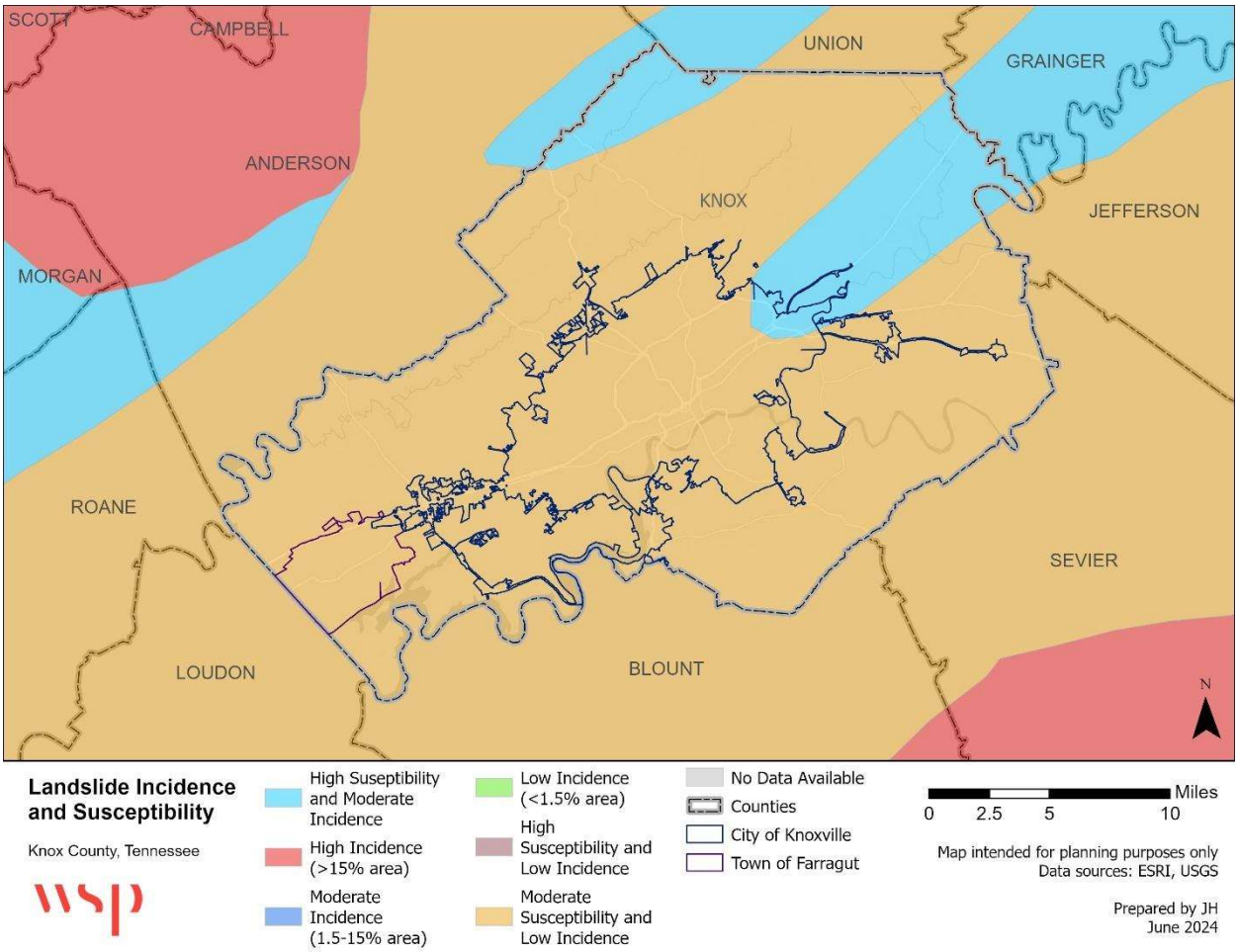
Warning Time: 4 – Less than 6 hours

Duration: 1 – Less than 6 hours

LOCATION

The Landslide Incidence and Susceptibility map shows areas of landslides and areas susceptible to future landslides in the planning area. As this map demonstrates, the Town of Farragut is shown has having moderate susceptibility but low incidence of landslide. The City of Knoxville and Knox County are also shown as having moderate susceptibility with low incidence of landslide along with two small areas, one at the northern boundary and another finger-like area in northeast Knox County that have high susceptibility and moderate incidence.

Figure 5-35 Landslide Incidence & Susceptibility in Knox County



EXTENT

Two major factors that contribute to an area being prone to landslide are soil slippage potential and slope. In evaluating soils and their capacity for development the Natural Resources Conservation Service (NRCS) Soil Survey for Knox County identifies soil types by slippage hazard. Soil slippage hazard is a measure of "the possibility that a mass of soil will slip." When vegetation is cleared, water saturates the soil and normal construction practices are applied (such as the application of heavy machinery) soil failure is more likely. Soil slippage hazard classes are identified as high (unstable), medium (moderately unstable) or low (slightly unstable to stable.) Classes are assigned based on observations of slope, mineral characteristics, strike and dip of bedrock geology, surface drainage patterns and occurrences of such features as slip scars and slumps. High slippage hazard soils are found predominately in steeply sloping hillside areas. Figure 5-36, Figure 5-37, and Figure 5-38 provide the soil slippage potential map for each jurisdiction in the planning area and Table 5-33, Table 5-34, and Table 5-35 detail the total acreage in each jurisdiction susceptible to soil slippage.

Impact: 2 – Limited

Figure 5-36 Soil Slippage in Knox County

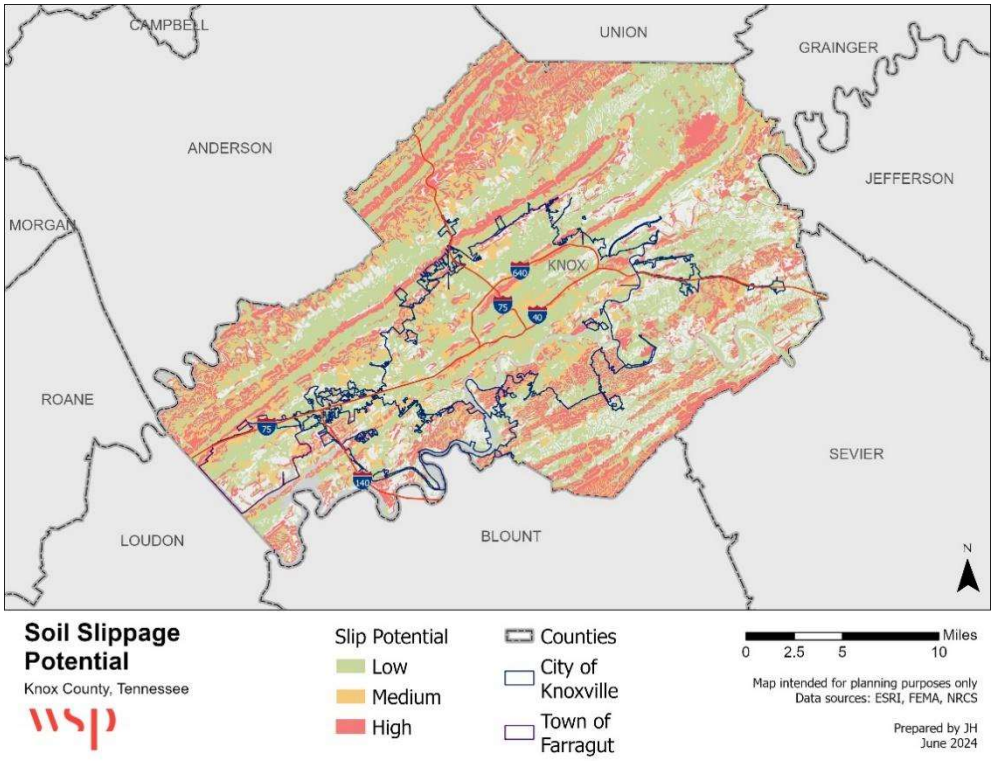


Table 5-33 Soil Slippage Potential Area in Knox County

Slip Potential	Acres
Low	161,129
Medium	37,018
High	75,354
Total	**273,501**

Source: FEMA, NRCS

Figure 5-37 Soil Slippage in the City of Knoxville

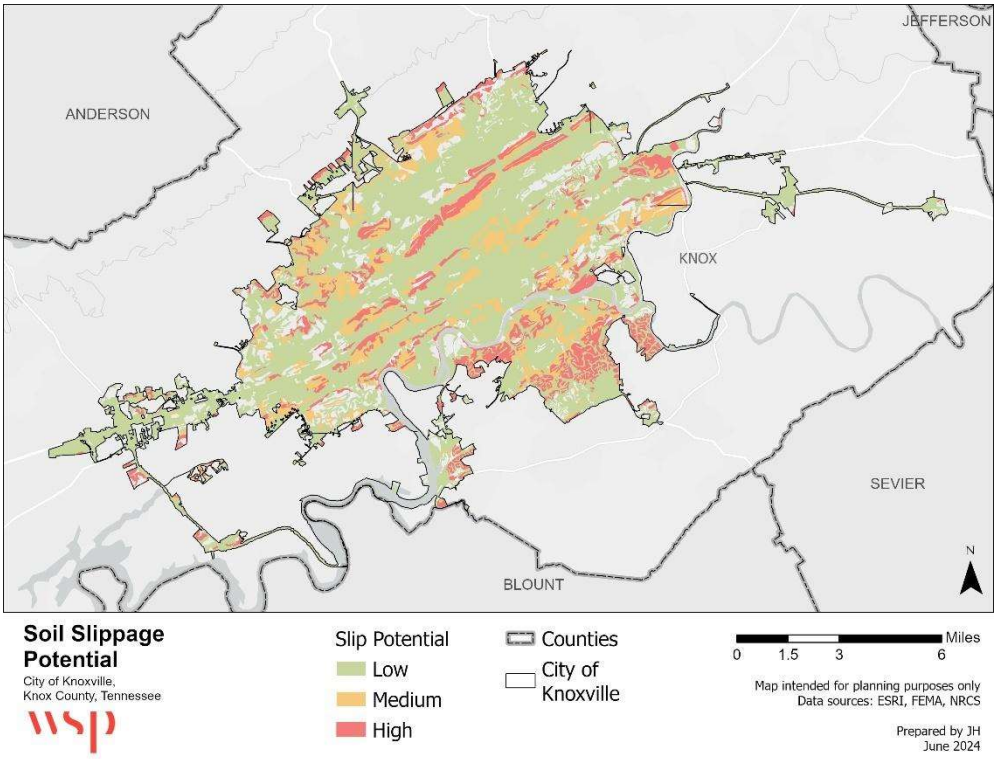


Table 5-34 Soil Slippage Potential Area in City of Knoxville

Slip Potential	Acres
Low	39,147
Medium	8,196
High	7,864
Total	**55,206**

Source: FEMA, NRCS

Figure 5-38 Soil Slippage in Town of Farragut

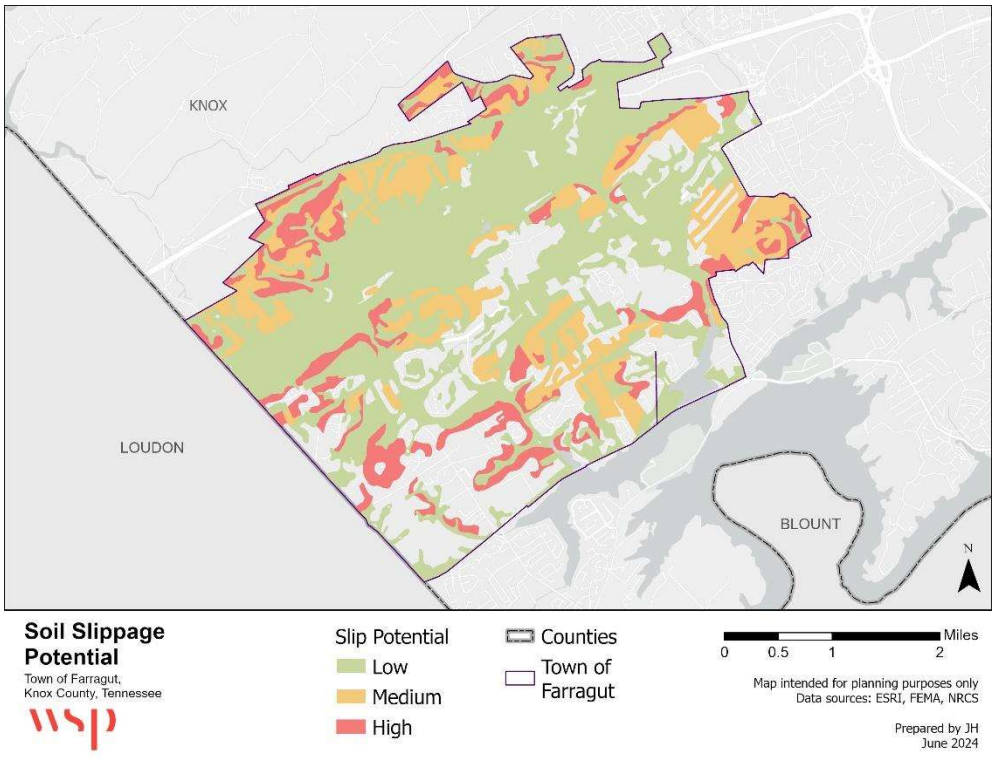


Table 5-35 Soil Slippage Potential Area in Town of Farragut

Slip Potential	Acres
Low	4,954
Medium	1,632
High	1,153
Total	**7,740**

Source: FEMA, NRCS

HISTORICAL OCCURRENCES

- **May 2024** – A rockslide occurred at Meads Quarry causing a giant wave in the water below. One person was treated for minor injuries.
- **August 2009**—A massive sediment flow originating from a cleared and graded hillside closed a road in the Wildwood Subdivision. Erosion and sediment control devices were not functioning properly on the site resulting in sediment spills over into an adjacent stream.
- **2003**—Improper clearing and grading during the construction of the Forest Ridge Apartments caused a landslide that destroyed an apartment building trapping and severely injuring an individual inside.
- Documentation of a historic event in the Town of Farragut was not available.

PROBABILITY OF FUTURE OCCURRENCE

There have been three documented damaging landslides in the 25-year period from 2000-2024. This suggests an 12% probability of a damaging landslide in any given year. In addition, it is probable that

other smaller scale slides may have occurred that were not reported. Therefore, the HMPC agreed on a probability of "likely."

Probability: 2 – Likely

CLIMATE CHANGE

Climate change increases the likelihood of heavy rainfall, which can lead to more erosion and landslides. The expansion of urban and recreational developments into hillside also puts more people at risk of landslides. Since landslides commonly occur along with other natural disasters like floods, there is a possibility of more landslides due to the increasing threat of flooding.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Impacts from landslides can result in injuries and fatalities due to rock falls and debris flows. Around 25-50 people are killed by landslides in the US each year.
Responders	Landslides can make roads impassable, hindering responders' ability to reach those impacted.
Continuity of Operations (including Continued Delivery of Services)	Landslides can damage or block roads, which can affect the continuity of operations. Power lines and other energy infrastructure can be damaged or destroyed by a landslide, impacting the continuity of operations.
Property, Facilities and Infrastructure	Landslides can compromise buildings' structural integrity, and buildings in the path of a landslide may be buried under the debris and sediment carried by the landslide. A landslide can damage or destroy anything in its path – roads, power lines, gas pipelines, sewer lines, etc. Debris and sediment from landslides can block drainage systems and stormwater infrastructure, leading to flooding of surrounding areas. In extreme cases, landslides can cause reservoirs or dams to overtop and cause flooding.
Environment	Landslides can introduce sediments, debris, and pollutants into water sources, which can harm local wildlife. Landslides can also destroy or damage habitats.
Economic Condition of the Jurisdiction	Damages to power-related infrastructure, roads, and sewer lines could cause economic strain to return systems to full capacity. Damages to property can lead to costly recovery efforts like business interruption and additional living/operation expenses.
Public Confidence in the Jurisdiction's Governance	Public confidence can be impacted by a landslide if it causes significant damage and can be attributed to negligence on the part of the local government – for example not controlling development along cliffs, ridges, etc.

VULNERABILITY ASSESSMENT

PEOPLE

The primary factor contributing to people's vulnerability to landslides is their proximity to areas with high landslide susceptibility. Residents of areas with high landslide susceptibility – especially along cliffs, ridges, etc. – are the most vulnerable. The path of a landslide can damage and take out people's homes. Additionally, people biking, walking, or driving along roadways that are adjacent to areas with high landslide susceptibility can be injured or killed by rock and debris flow. For example, in 2019, part of

highway 70 North in Hawkins County, collapsed due to a landslide and swept cars 200 feet down an embankment, killing a 68-year-old man.

PROPERTY

If a building is located within a landslide's path, it can be buried by debris and sediment. If a landslide does not destroy a building with rock and debris, the building's structural integrity can still be compromised – cracks in the foundation, walls, etc. Landslides can also damage or destroy critical infrastructure such as powerlines, water infrastructure, pipelines, etc. In Tennessee, landslides have been particularly damaging to roadways. Middle and East Tennessee have hilly terrain, and roads located adjacent to hillsides are particularly susceptible. For example, a landslide shut down I-24 in the Nashville area for several months in 2019.

To understand the risk to property in the planning area, GIS analysis was conducted to identify building counts in high slippage areas. Results are shown in Table 5-36, Table 5-37, and Table 5-38, and critical facilities within landslide-vulnerable areas are highlighted in Table 5-39.

Table 5-36 Building Counts and Values over High Slippage Areas – Unincorporated Knox County

Type of Building	Number of Buildings	Cost of Building
Residential	11,216	$2,502,552,823.33
Commercial	291	$172,526,361.26
Industrial	112	$58,724,025.17
Agriculture	17	$5,695,084.97
Religious	42	$38,756,833.62
Government	0	$0
Education	8	$27,406,293.35
Total	11,686	$2,805,661,421.69

Source: FEMA, NRCS, NSI

Table 5-37 Building Counts and Values over High Slippage Areas – City of Knoxville

Type of Building	Number of Buildings	Cost of Building
Residential	2,604	$513,472,827.87
Commercial	142	$130,953,551.72
Industrial	35	$23,275,657.69
Agriculture	4	$1,243,528.66

Religious	20	$17,620,072.05
Government	3	$16,311,150.31
Education	7	$13,989,450.84
Total	2,815	$716,866,239.15

Source: FEMA, NRCS, NSI

Table 5-38 Building Counts and Values over High Slippage Areas – Town of Farragut

Type of Building	Number of Buildings	Cost of Building
Residential	549	$192,947,163.80
Commercial	68	$35,936,365.40
Industrial	4	$807,977.32
Agriculture	1	$1,463,498.76
Religious	2	$268,522.63
Government	0	$0
Education	0	$0
Total	624	$231,423,527.91

Source: FEMA, NRCS, NSI

Table 5-39 Critical Facilities within High Slope and High Slippage Areas

Critical Facility	Wastewater Treatment Plant	Oil Facility	School	Police Station	Electric Power Facility	Hospital	Communication Failure	Fire Station
High Potential for Soil Slip								
Unincorporated Knox County	1	0	3	0	0	0	1	0
City of Knoxville	0	0	0	0	0	0	8	0
Town of Farragut	0	0	0	0	0	1	0	0
Total	1	0	3	0	0	1	9	0
Slope Gradient Greater than 40%								
Unincorporated Knox County	1	0	0	0	0	0	1	0

City of Knoxville	0	0	0	0	0	0	4	0
Town of Farragut	0	0	0	0	0	0	0	0
Total	1	0	0	0	0	0	5	0

Source: FEMA, NRCS, NSI

ENVIRONMENT

Landslides can introduce sediments, debris, and pollutants into waterways, potentially harming local wildlife. The introduction of sediment and debris can lower water quality and degrade habitat.

CHANGES IN DEVELOPMENT

The City of Knoxville and Knox County recognize the threat of landslide to future development. In 2008, the Knoxville City Council and Knox County Commission asked 30 citizen representatives from a variety of interests, including foresters, engineers, landscape architects, realtors, developers, neighborhood and environmental advocates to begin studying the issues related to steep slope, hillside and ridgetop development and protection. This City-County Task Force worked for almost two and half years with MPC staff to develop the Knoxville-Knox County Hillside and Ridgetop Protection Plan. The plan was adopted with changes by MPC commission on December 9th, 2010.

The City of Knoxville codified this plan as the Hillside Protection Overlay when their new zoning code went into effect on January 1, 2020. For a building to be constructed within the overlay area, the developer must comply with the city's process, and the property is subject to a slope analysis and site plan review, to minimize disturbance.

The City of Farragut does not have as much ridgetop area as the City of Knoxville and Knox County. However, slope and soil slippage potential should be considered in plans for future development.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes severe storm hazard risk by jurisdiction.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	3	2	3	4	1	2.6	Medium
Knoxville	3	2	3	4	1	2.6	Medium
Unincorporated Knox County	3	2	3	4	1	2.6	Medium

5.12 SEVERE STORM

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Severe Storm (Thunderstorm Wind, Hail, & Lightning)	Highly Likely	Limited	Large	6 to 12 hrs	Less than 6 hrs	3

HAZARD BACKGROUND

THUNDERSTORM WIND

Thunderstorms result from the rapid upward movement of warm, moist air. They can occur inside warm, moist air masses and at fronts. As the warm, moist air moves upward, it cools, condenses, and forms cumulonimbus clouds that can reach heights of greater than 35,000 ft. As the rising air reaches its dew point, water droplets and ice form and begin falling the long distance through the clouds towards Earth‘s surface. As the droplets fall, they collide with other droplets and become larger. The falling droplets create a downdraft of air that spreads out at Earth‘s surface and causes strong winds associated with thunderstorms.

There are four ways in which thunderstorms can organize: single cell, multi-cell cluster, multi-cell lines (squall lines), and supercells. Even though supercell thunderstorms are most frequently associated with severe weather phenomena, thunderstorms most frequently organize into clusters or lines. Warm, humid conditions are favorable for the development of thunderstorms. The average single cell thunderstorm is approximately 15 miles in diameter and lasts less than 30 minutes at a single location. However, thunderstorms, especially when organized into clusters or lines, can travel intact for distances exceeding 600 miles.

Thunderstorms are responsible for the development and formation of many severe weather phenomena, posing great hazards to the population and landscape. Damage that results from thunderstorms is mainly inflicted by downburst winds, large hailstones, and flash flooding caused by heavy precipitation. Stronger thunderstorms are capable of producing tornadoes and waterspouts. Downbursts, which are excessive bursts of wind in excess of 125 miles per hour, are also possible with thunderstorm events. They are often confused with tornadoes. Downbursts are caused by down drafts from the base of a convective thunderstorm cloud. It occurs when rain-cooled air within the cloud becomes heavier than its surroundings. Thus, air rushes towards the ground in a destructive yet isolated manner. There are two types of downbursts. Downbursts less than 2.5 miles wide, duration less than 5 minutes, and winds up to 168 miles per hour are called “microbursts.” Larger events greater than 2.5 miles at the surface and longer than 5 minutes with winds up to 130 miles per hour are referred to as “macrobursts.”

While conditions for thunderstorm conditions may be anticipated within a few hours, severe conditions are difficult to predict. Regardless of severity, storms generally pass within a few hours.

Warning Time: 3 – 6 to 12 hours

Duration: 1 – Less than six hours

HAIL

As defined by NOAA, hail is precipitation that is formed when updrafts in thunderstorms carry raindrops upward into extremely cold areas of the atmosphere causing them to freeze. The raindrops form into small frozen droplets and then continue to grow as they encounter super-cooled water which will freeze on contact with the frozen rain droplet. This frozen rain droplet can continue to grow and form hail. As long as the updraft forces can support or suspend the weight of the hailstone, hail can continue to grow.

Hail falls when it becomes heavy enough to overcome the strength of the updraft and is pulled by gravity towards the earth. For example, a ¼" diameter or pea sized hail requires updrafts of 24 mph, while a 2 ¾" diameter or baseball sized hail requires an updraft of 81 mph.

Hailstones are usually less than two inches in diameter and can fall at speeds of 120 mph. The largest hailstone recorded in the United States was found in Vivian, South Dakota on July 23, 2010; it measured eight inches in diameter, almost the size of a soccer ball. While soccer-ball-sized hail is the exception, but even small pea sized hail can cause damage.

Hailstorms in Tennessee cause damage to property, crops, and the environment, and kill and injure livestock. In the U.S., hail causes more than $1 billion in damage to property and crops each year. Much of the damage inflicted by hail is to crops. Even relatively small hail can shred plants to ribbons in a matter of minutes. Vehicles, roofs of buildings and homes, and landscaping are the other things most commonly damaged by hail. Hail has been known to cause injury to humans; occasionally, these injuries can be fatal.

The onset of thunderstorms with hail is generally rapid. However, advancements in meteorological forecasting allow for some warning. Storms usually pass in a few hours.

Warning Time: 4 – Less than six hours

Duration: 1 – Less than six hours

LIGHTNING

Lightning is a sudden electrical discharge released from the atmosphere that follows a course from cloud to ground, cloud to cloud, or cloud to surrounding air, with light illuminating its path. Lightning's unpredictable nature causes it to be one of the most feared weather elements. A lightning flash is composed of a series of strokes with an average of about four. The length and duration of each lightning stroke vary, but typically average about 30 microseconds.

All thunderstorms produce lightning, which often strikes outside of the area where it is raining and is known to fall more than 10 miles away from the rainfall area. When lightning strikes, electricity shoots through the air and causes vibrations creating the sound of thunder. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Nationwide, lightning kills 75 to 100 people each year. Lightning strikes can also start building fires and wildland fires, and damage electrical systems and equipment.

The watch/warning time for a severe storm is usually a few hours. There is no warning time for any given lightning strike, which are instantaneous. Storms that cause lightning usually pass within a few hours.

Warning Time: 4 – Less than six hours

Duration: 1 – Less than six hours

LOCATION

Thunderstorm wind, lightning, and hail events do not have a defined vulnerability zone. The scope of lightning and hail is generally confined to the footprint of its associated thunderstorm. However, large-scale hail tends to occur in a more localized area within the storm. While the total area vulnerable to a lightning strike corresponds to the footprint of a given thunderstorm, a specific lightning strike is usually a localized event and occurs randomly. While lightning is most often affiliated with severe thunderstorms, it may also strike outside of heavy rain and might occur as far as 10 miles away from any rainfall.

The entirety of Knox County including all assets located within the County can be considered at risk to severe weather events. This includes the entire population of County and all critical facilities, buildings, and infrastructure.

Spatial Extent: 4 – Large

EXTENT

THUNDERSTORM WIND

The magnitude of a thunderstorm event can be defined by the storm's maximum wind speed and its impacts. NCEI divides wind events into several types including High Wind, Strong Wind, Thunderstorm Wind, Tornado, and Hurricane. For the purpose of this severe weather risk assessment, the wind hazard will include data from High Wind, Strong Wind and Thunderstorm Wind. Tornadoes are addressed as separate, individual hazards. The following definitions come from the NCEI Storm Data Preparation document.

- **High Wind** – Sustained non-convective winds of 40 mph or greater lasting for one hour or longer or winds (sustained or gusts) of 58 mph for any duration on a widespread or localized basis.
- **Strong Wind** – Non-convective winds gusting less than 58 mph, or sustained winds less than 40 mph, resulting in a fatality, injury, or damage.
- **Thunderstorm Wind** – Winds, arising from convection (occurring within 30 minutes of lightning being observed or detected), with speeds of at least 58 mph, or winds of any speed (non-severe thunderstorm winds below 58 mph) producing a fatality, injury or damage.

Impact: 2 – Limited

HAIL

The National Weather Service classifies hail by diameter size, and corresponding everyday objects to help relay scope and severity to the population. Table 5-40 indicates the hailstone measurements utilized by the National Weather Service.

Table 5-40 Hailstone Measurement Comparison Chart

Average Diameter	Corresponding Household Object
.25 inch	Pea
.5 inch	Marble/Mothball
.75 inch	Dime/Penny
.875 inch	Nickel
1.0 inch	Quarter
1.5 inch	Ping-pong ball
1.75 inch	Golf ball
2.0 inch	Hen egg
2.5 inch	Tennis ball
2.75 inch	Baseball
3.00 inch	Teacup
4.00 inch	Softball
4.5 inch	Grapefruit

Source: National Weather Service

The Tornado and Storm Research Organization (TORRO) further describes hail sizes by their typical damage impacts. Table 5-41 describes typical intensity and damage impacts of the various sizes of hail.

Table 5-41 Tornado and Storm Research Organization Hailstorm Intensity Scale

Intensity Category	Diameter (mm)	Diameter (inches)	Size Description	Typical Damage Impacts
Hard Hail	5-9	0.2-0.4	Pea	No damage

Intensity Category	Diameter (mm)	Diameter (inches)	Size Description	Typical Damage Impacts
Potentially Damaging	10-15	0.4-0.6	Mothball	Slight general damage to plants, crops
Significant	16-20	0.6-0.8	Marble, grape	Significant damage to fruit, crops, vegetation
Severe	21-30	0.8-1.2	Walnut	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
Severe	31-40	1.2-1.6	Pigeon's egg > squash ball	Widespread glass damage, vehicle bodywork damage
Destructive	41-50	1.6-2.0	Golf ball > Pullet's egg	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
Destructive	51-60	2.0-2.4	Hen's egg	Bodywork of grounded aircraft dented, brick walls pitted
Destructive	61-75	2.4-3.0	Tennis ball > cricket ball	Severe roof damage, risk of serious injuries
Destructive	76-90	3.0-3.5	Large orange > softball	Severe damage to aircraft bodywork
Super Hailstorms	91-100	3.6-3.9	Grapefruit	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open
Super Hailstorms	>100	4.0+	Melon	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open

Source: Tornado and Storm Research Organization (TORRO), Department of Geography, Oxford Brookes University
Notes: In addition to hail diameter, factors including number and density of hailstones, hail fall speed and surface wind speeds affect severity.

The average hailstone size recorded between 1961 and 2022 in Knox County was a little over 1" in diameter; the largest hailstone recorded was 2.75" in 1998. The largest hailstone ever recorded in the U.S. fell in Vivian, SD on June 23, 2010, with a diameter of 8 inches and a circumference of 18.62 inches.

Impact: 1 – Minor

LIGHTNING

Lightning is measured by the Lightning Activity Level (LAL) scale, created by the National Weather Service to define lightning activity into a specific categorical scale. The LAL, shown in Table 5-42, is a common parameter that is part of fire weather forecasts nationwide.

Table 5-42 Lightning Activity Level Scale

Lightning Activity Level Scale	
LAL 1	No thunderstorms
LAL 2	Isolated thunderstorms. Light rain will occasionally reach the ground. Lightning is very infrequent, 1 to 5 cloud to ground lightning strikes in a five-minute period
LAL 3	Widely scattered thunderstorms. Light to moderate rain will reach the ground. Lightning is infrequent, 6 to 10 cloud to ground strikes in a five-minute period
LAL 4	Scattered thunderstorms. Moderate rain is commonly produced. Lightning is frequent, 11 to 15 cloud to ground strikes in a five-minute period
LAL 5	Numerous thunderstorms. Rainfall is moderate to heavy. Lightning is frequent and intense, greater than 15 cloud to ground strikes in a five-minute period

Lightning Activity Level Scale	
LAL 6	Dry lightning (same as LAL 3 but without rain). This type of lightning has the potential for extreme fire activity and is normally highlighted in fire weather forecasts with a Red Flag warning

Source: National Weather Service

Lightning is one of the more dangerous weather hazards in the United States. Each year, lightning is responsible for deaths, injuries, and millions of dollars in property damage, including damage to buildings, communications systems, power lines, and electrical systems. Lightning also causes forest and brush fires. According to the National Lightning Safety Institute, lightning causes more than 26,000 fires in the United States each year. The institute estimates property damage, increased operating costs, production delays, and lost revenue from lightning and secondary effects to be in excess of $6 billion per year. Impacts can be direct or indirect. People or objects can be directly struck, or damage can occur indirectly when the current passes through or near it. However, generally lighting has minimal disruptions on quality of life.

Impact: 1 – Minor

HISTORICAL OCCURRENCES

Knox County has not been included in any presidential disaster declaration that specifically included high winds. However, generally, the events that include severe storms likely included high winds as well. For reference, the eight declarations that Knox County received including severe storms are summarized below in Table 5-43. These events are also discussed separately in the flood and tornado profiles.

Table 5-43 Severe Storm Major Disaster Declaration in Knox County 1965-Present

Declaration #	Declaration Date (incident period)	Disaster Description
4427	4/17/2019 (2/19/2019-3/30/2019)	Severe Storms, Flooding, Landslides, Mudslides
4320	6/23/2017 (5/27-28/2017)	Severe Storms, Straight-line Winds, Flooding
4005	7/20/2011 (6/18-24/2011)	Severe Storms, Straight-line Winds, Tornadoes, Flooding
1974	5/1/2011 (4/25-28/2011)	Severe Storms, Tornadoes, Straight-line Winds, Associated Flooding
1464	5/8/2023 (5/4-30/2023)	Severe Storms, Tornadoes, and Flooding
1331	6/12/2000 (5/23-31/2000)	Severe Storms, Tornadoes, and Flooding
1215	4/20/1998 (4/16-5/18/1998)	Severe Storms, Tornadoes, and Flooding
151	3/27/1963	Severe Storms and Flooding

HAIL

The NCDC reports 145 hail events in the planning area between 1962 and May 2023. When limiting the list to those events considered destructive magnitude according to the TORRO Hail Intensity scale (1.75 in. diameter or larger), there were 28 events in the same 55-year period causing a reported $51,300 in property damage. Table 5-44 shows the number of hail events by the size of the hail.

Table 5-44 Knox County Hail Events Summarized by Hail Size from 1962 to May 2023

Hail Size	Number of Events	Property Damages
<0.88 in	37	$200
0.88 in	9	$0
1.00 in	59	$6,000
1.25 in	3	$5,000

1.50 in	6	$0
1.75 in	16	$10,100
2.00 in	4	$0
2.50 in	2	$0
2.75 in	2	$30,000
3.00 in	1	$0
Total	**128**	**$51,300**

Source: NCDC Events Database

According to the USDA's Risk Management Agency, insured crop losses in Knox County due to hail from 2007 to 2023 totaled $874 due to a hazard event in 2011.

HIGH WINDS

According to the NCDC database, newspaper articles from the *Knoxville New Sentinel* and the *Knoxville Journal*, the planning area experienced 314 severe thunderstorms with high winds more than 58 miles per hour (50 knots) from 1950 to May 2023. Descriptions of the events are only provided from 1993 to 2023 and during this 30-year period there were 317 events causing nearly $3 million in property damages, almost $500,000 in crop damages and two fatalities and four injuries reported.

Summaries of some of the more damaging events are provided below:

- **March 29, 2020**—A storm with winds exceeding 60 knots moved through Knox County and much of the Southern Appalachian region. Widespread storm damage was reported from straight line winds impacting Central East and Northeast Tennessee.
- **April 17, 2019-FEMA-4427-DR (period of incident February 19, 2019 to March 30, 2019)**—This federal disaster declaration was made following severe storms, flooding, landslides, and mudslides across Tennessee.
- **December 14, 2015**—A storm with very high winds exceeding 50 knots moved through Knox County on this day.
- **June 19, 2010**—Law enforcement personnel reported a few trees and power lines downed by thunderstorm winds in Knoxville causing approximately $12,000 in property damages.
- **June 21, 2009**—The local television station reported numerous trees downed by thunderstorm winds across the county with an early morning storm. A few homes and a church in Knoxville were also damaged by the winds causing approximately $18,000 in property damages.
- **June 12, 2008**—Dispatch reported several trees downed by thunderstorm winds in the Knoxville area. A tree fell on home in Knoxville damaging the roof.
- **December 1, 2006**—Wind speeds measured at 77 mph caused numerous trees and power lines to go down throughout East Tennessee causing approximately $600,000 in property damages.
- **June 13, 2004**—A tree was reported down on a home in the northern part of Knoxville. The home was damaged beyond repair
- **May 8, 2003-FEMA-1464-DR (period of incident May 4-30, 2003)**—This federal disaster declaration was made following severe storms, tornadoes, and flooding in Tennessee. This federal declaration mainly stems from a tornado outbreak in western and northwestern Tennessee on May 4, 2003. Knox County was added to this federal declaration after two tornadoes touched down in south Knoxville on May 15, 2003. This will be discussed further under the tornado hazard.
- **June 12, 2000-FEMA-1331-DR (period of incident May 23-31, 2000)**—This federal disaster

declaration was made following severe storms, tornadoes, and flooding as severe thunderstorms and tornado moved across the central east Tennessee valley on May 23, 2000. An F1 tornado and severe straight-line winds caused damage in the Powell community.

- **May 7, 1999**—Numerous trees and power lines down throughout the county. At least 9,000 homes were without power for a time.
- **April 20, 1998-FEMA-1215-DR (period of incident April 16-May 18, 1998)**—This federal disaster declaration was made following severe storms, tornadoes, and flooding in Tennessee. This federal declaration mainly stems from a tornado outbreak in middle Tennessee on April 16, 1998. This will be discussed further under the flood hazard.
- **May 24, 1996**—Numerous trees and power lines were blown down with only very minor injuries reported. The storm heavily damaged the stage set and lighting equipment of a country music singer causing $500,000 in property damages. Ping Pong ball size hail was reported by a television meteorologist.
- **October 5, 1995**—A large part of East Tennessee experienced high winds from the remnants of Hurricane Opal. Wind speeds at the higher elevations of the Appalachians were measured at 70 mph while 40-50 mph gusts were common at the lower elevations. Trees and power lines were down over much of the region. The greatest damage occurred in Hamilton County where damage was estimated in excess of $1 million. Over 20,000 homes were without power as a result of the storm. Over 70 miles of the Appalachian Trail was closed due to trees being down.
- **January 28, 1994**—Numerous trees were blown down and roofs were blown off all throughout southeast corner of the Tennessee. A building containing 6 helicopters was destroyed in Maryville, which is in very close proximity to Knoxville.
- **November 19, 1988**—Gale force winds estimated at 100 mph caused $1 million in damages.
- **July 3, 1982**—Winds over 50 mph caused power outages in County.
- **January 27, 1974**—Gale force winds caused $100,000 in damages in the Deane Hill area.
- **February 27, 1963-FEMA-151-DR**—This federal disaster declaration was made following severe storms and heavy rains caused urban flooding in the planning area. This will be discussed further under the flood hazard.

Most of the events in the NCDC database included reports of downed trees and power lines. Although many of these events did not report damages to property or crops, debris removal and other associated costs are common because of the numerous high wind events.

LIGHTNING

From 1995 to 2023, the County only has two reported lightning events that resulted in recorded damages. Lighting events were not reported in NCDC prior to 1994. Therefore, a shorter time-period of statistics is available. The following are the events listed in NCDC:

- **August 4, 2006**—Lightning struck and damaged an apartment building on Middle Brook Pike in Knoxville. One unit was destroyed as the roof caught fire causing $25,000 in estimated damages.
- **September 1, 1995**—Lightning struck and damaged a house causing $45,000 in estimated damages.

PROBABILITY OF FUTURE OCCURRENCE

According to NCDC, there were 314 wind events (>58 miles/hr) in the planning area between 1950 and 2023 (73 years). Based on this information, the probability that at least one significant wind event with 50 knots or higher will occur in the planning area in any given year is "highly likely" with an annual average of 4.3 events per year.

Based on the reported 28 events in the NCDC database of hail events with hail 1.75 inches in diameter and larger occur an average of .45 times per year in the planning area from 1962 to 2023.

National Weather Service data indicates that Knox County is in a region that receives four to eight lightning strikes per square kilometer per year. However, most of these lightning strikes do not result in damages and that is reflected in the small amount of historical data reported in the NCDC database.

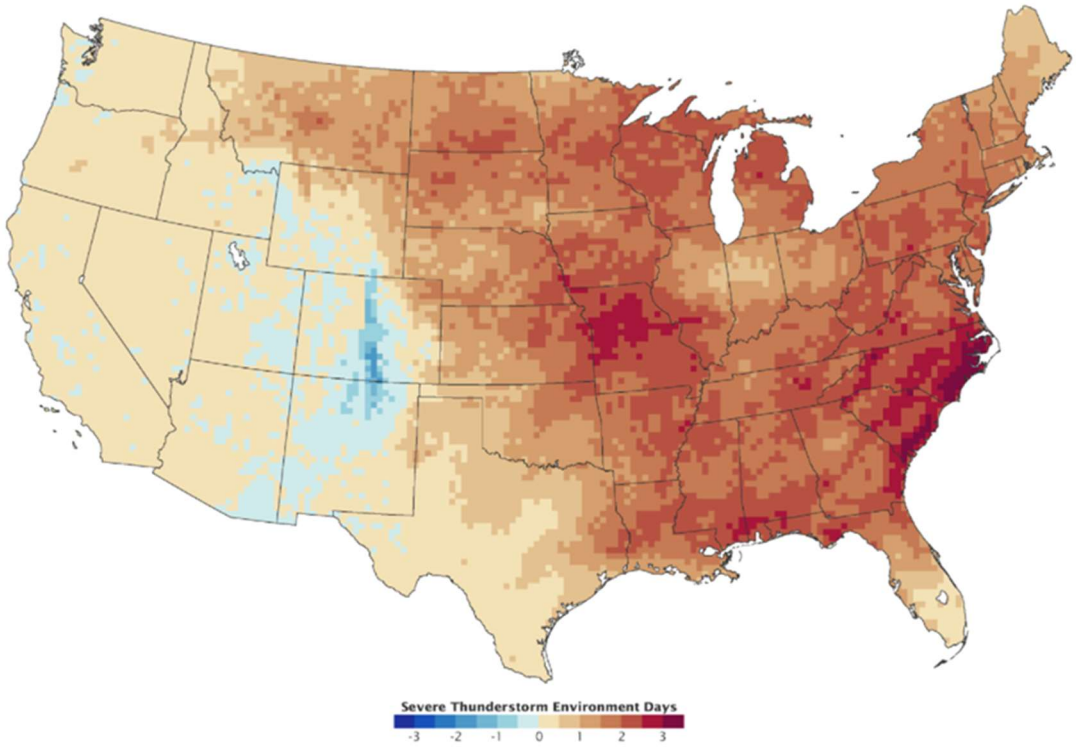
Seasonally, thunderstorms are more likely to occur during the summer months of May, June, and July. These rates of occurrence are expected to continue in the future.

Probability: 4 – Highly Likely

CLIMATE CHANGE

Higher temperatures and humidity may increase atmospheric variability associated with the origination of severe thunderstorms and tornadoes, and early research suggests that continued climate change is likely to increase severe thunderstorm occurrence (Diffenbaugh, et al. 2013). Decreases in vertical wind shear can result in fewer or weaker severe thunderstorms and tornadoes. However, this decrease is most likely to occur when convective available potential energy is high in spring and summer, which could result in more frequent severe storms. Shown in Figure 5-39, below, convective available potential energy (CAPE), a key factor in thunderstorm formation, is predicted to rise enough to overwhelm a slight decrease in vertical wind shear, leading to an increase in severe thunderstorms.

Figure 5-39 Projected Increase in Severe Thunderstorm Days



Source: NASA Earth Observatory

There has been a surge in the number of severe storms reported over the past 50 years, but this increase could at least be partially attributed to technological developments that allow for better identification and reporting of such storms. More specifically, the frequency and intensity of individual rainfall events associated with thunderstorms is likely to increase which can overwhelm local stormwater drainage systems, leading to street flooding and ponded water.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Impacts from lightning and hail can result in injuries and fatalities if a person is struck. Fatalities and injuries most often occur when a person is exposed and in outdoor conditions during a storm. Exposure to water and open areas also increases the likelihood that a person will be struck by lightning.
Responders	First responders can be impacted the same way as the general public. Downed trees, power lines and flood waters may prevent access to areas in need which prolongs response time.
Continuity of Operations (including Continued Delivery of Services)	Thunderstorm events can result in a loss of power which may impact operations. Downed trees, power lines and flash flooding may prevent access to critical facilities and/or emergency equipment.
Property, Facilities and Infrastructure	Thunderstorms can cause damage to buildings due to strong winds, lightning strikes and hail, especially windows, cars, siding, and mobile homes. Heavy rains associated with thunderstorm events may also lead to flash flooding which can damage roads and bridges. There is also a possibility of structure fire ignition.
Environment	Lightning can cause sparks to flare up in surrounding forests or immense shrubs. This is often the cause of bush fires, which then spread quickly due to

Category	Consequences
	the fast winds that accompany the storm. Trees often uprooted due to high winds or saturated soils.
Economic Condition of the Jurisdiction	Damages to power-related infrastructure could cause economic strain to return the system to full capacity. Damages to property can lead to costly recovery efforts like business interruption and additional living/operation expenses.
Public Confidence in the Jurisdiction's Governance	Public confidence is not generally affected by severe weather events.

VULNERABILITY ASSESSMENT

PEOPLE

People and populations exposed to the elements are most vulnerable to severe weather. Individuals who work outdoors may also face increased risk. Risk of being struck by lightning is greater in open areas, at higher elevations, and on the water. NCEI reported 4 injuries and 2 deaths because of thunderstorm winds. The availability of sheltered locations such as basements, buildings constructed using hail-resistant materials and methods, and public storm shelters, all reduce the exposure of the population.

Residents living in mobile homes are more vulnerable to hail events due to the lack of shelter locations and the vulnerability of the housing unit to damages. According to the 2022 American Community Survey (ACS) 5-Year Estimates, 6.5% of houses in Knox County, 1.3% of houses in Knoxville, and 0% of houses in Farragut are classified as mobile homes.

Severe weather can also cause cascading hazards, including power loss. Loss of power could critically impact those relying on energy to service, including those that need powered medical devices. Additionally, the ignition of fires is always a concern with lightning strikes.

PROPERTY

NCEI records report over $3 million in property damage from thunderstorm-related wind events, hail, and lightning strikes over 30 years. Based on these records, the planning area experiences an annualized loss of $100,000 in property damage. Because the location of future severe thunderstorm, lightning or hail events cannot be predicted, it is not possible to map geographic boundaries for these hazards. However, we can conclude that severe weather events including thunderstorm wind, lightning and hail have the potential to impact all existing and future buildings and facilities.

Property damage caused by lightning usually occurs in one of two ways – either by direct damages through fires ignited by lightning, or by secondary impacts due to power loss. Hail can also directly damage property including destroyed windows and dented cars, buildings, and roofs. The level of damage is commensurate with both a material's ability to withstand hail impacts, and the size of the hailstones that are falling. Similarly, strong winds can cause direct property damage or cause trees and branches to damage surrounding property and facilities. Construction practices and building codes can help maximize the resistance of the structures to both wind and hail damage.

It should be noted that property damage due to hail is usually insured loss, with damages covered under most major comprehensive insurance plans. Because of this, hail losses are notoriously underreported by the NCEI. It is difficult to find an accurate repository of hail damages in Knox County, thus the NCEI is still used to form a baseline.

Additionally, thunderstorm winds, hail, and lightning can cause power outages that can have widespread consequences for the County. Large amounts of hail and fallen trees may need to be cleared from roadways and sidewalks, depending on accumulation

ENVIRONMENT

Lightning may also result in the ignition of wildfires. However, this is part of a natural process, and the environment will return to its original state in time. Hail can cause extensive damage to the natural environment, pelting animals, trees and vegetation with hailstones. Melting hail can also increase both river and flash flood risk.

CHANGES IN DEVELOPMENT

Development is not expected to impact the incidence of severe storm. As the county grows, overall asset exposure will increase, which may increase risk.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes severe storm hazard risk by jurisdiction. Most aspects of severe storm risk do not vary substantially by jurisdiction; however, mobile and manufactured home units are more vulnerable to structural damage. Where priority ratings vary between, lightning, and hail for impact and spatial extent, these scores represent an average rating with greater weight given to lightning because it occurs much more frequently.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	4	2	4	3	1	3	High
Knoxville	4	2	4	3	1	3	High
Unincorporated Knox County	4	2	4	3	1	3	High

5.13 TORNADO

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Tornado	Likely	Limited	Negligible	Less than 6 hrs	Less than 6 hrs	2.2

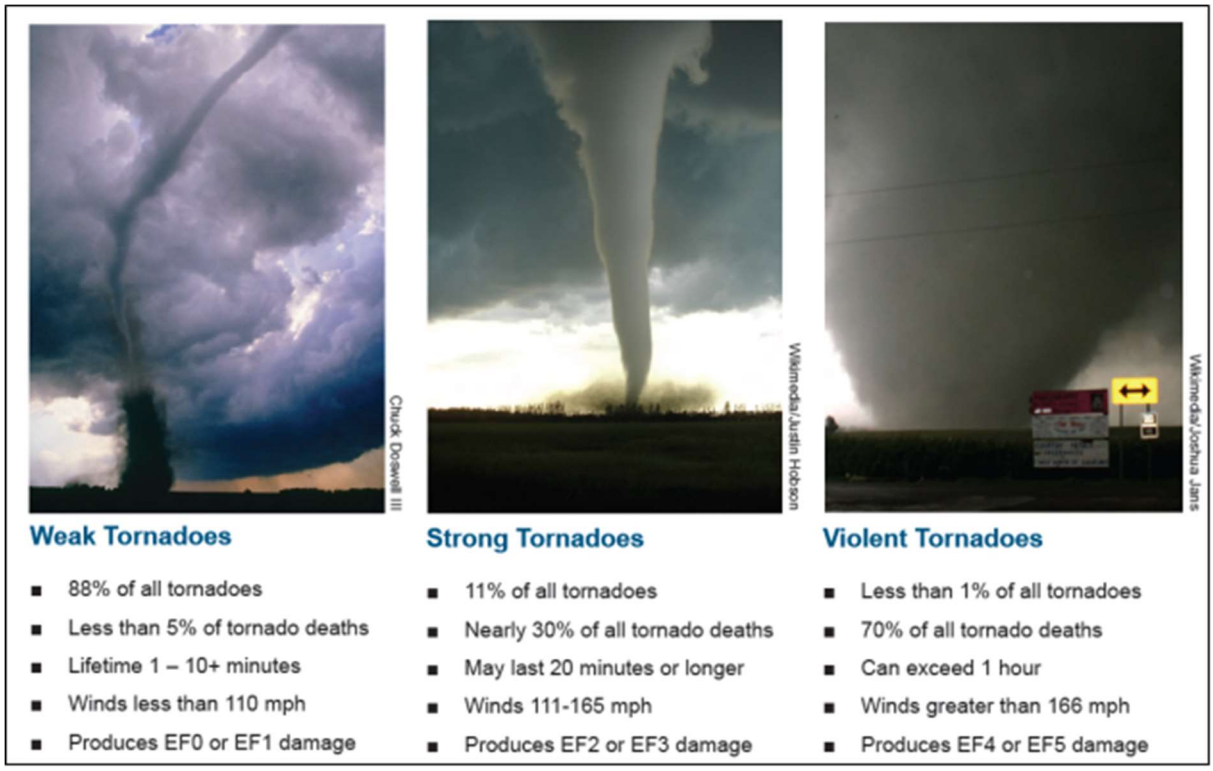
HAZARD DESCRIPTION

According to the Glossary of Meteorology (AMS 2000), a tornado is "a violently rotating column of air, pendant from a cumuliform cloud or underneath a cumuliform cloud, and often (but not always) visible as a funnel cloud." Tornadoes can appear from any direction. The damage caused by a tornado is a result of the high wind velocity and wind-blown debris, sometimes accompanied by lightning or large hail.

NOAA records estimate that an average of 1,253 tornadoes occur in the United States each year. Most tornadoes are related to thunderstorms, which gain most of their energy from solar heating and latent heat released by the condensation of water vapor; therefore, tornadoes most often occur in the afternoon and evening hours, when temperatures are higher. Similarly, the months in which tornadoes are most likely correspond to the times of year with increased solar heating and strong frontal systems. In the Southeast, tornadoes are more likely in the early spring. However, tornadoes can occur at any time of day or year, with little warning.

The severity of tornadoes can vary significantly. According to the National Weather Service, tornado wind speeds normally range from 40 miles per hour to more than 300 miles per hour. The most violent tornadoes have rotating winds of 250 miles per hour or more and are capable of causing extreme destruction and turning normally harmless objects into deadly missiles. A tornado's path might vary from only a few dozen yards wide to over a mile wide. Figure 5-40 summarizes the average breakdown of tornadoes and their impacts by their magnitude.

Figure 5-40 Summary of Tornado Occurrences and Impacts by Magnitude



Source: NOAA National Weather Service

Warning Time: 4 – Less than 6 hours

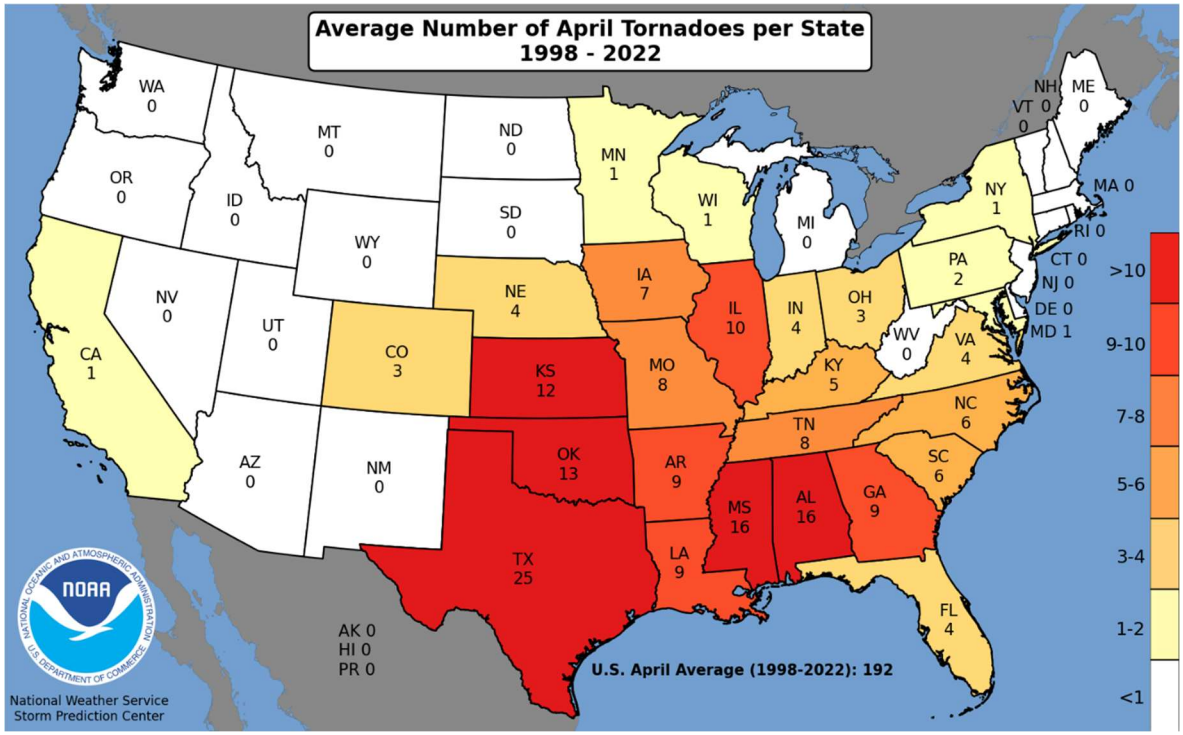
Duration: 1 – Less than 6 hours

LOCATION

While tornadoes can occur in all areas of the state of Tennessee, historically, some areas of the state have been more susceptible to this type of damaging storm. Figure 5-41 illustrates the average number of F3, F4, and F5 tornadoes recorded in the United States per state between 1998-2022. The ridges and valleys characteristic of East Tennessee minimize the risk from tornadoes in the planning area.

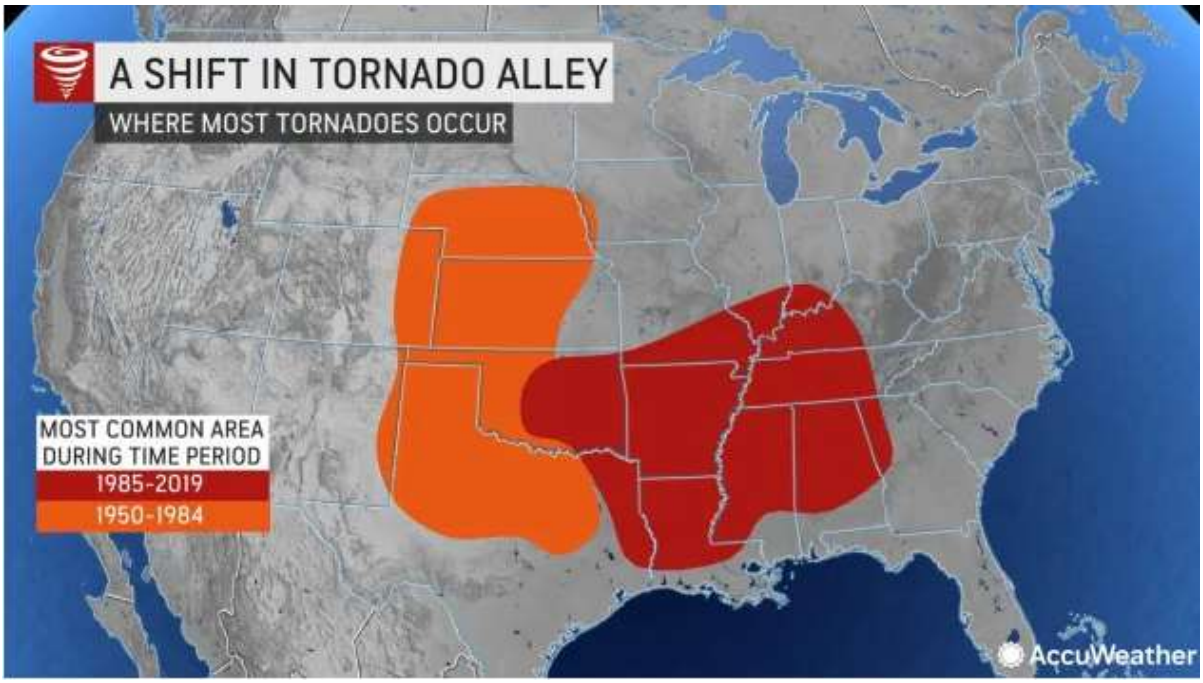
The planning area is not located within the boundaries of "Tornado Alley", which is an area in the United States that receives more tornadoes than anywhere else besides Florida. However, new research has shown that tornado alley is likely shifting from the Plains to the Southeast and parts of the lower Mississippi River Valley and now includes Tennessee. This phenomenon is demonstrated in Figure 5-42. As noted above, the planning area is less susceptible to tornadoes as the rest of the state because of its ridges and valleys.

Figure 5-41 Average Number of April Tornadoes per State 1998-2022



Source: NOAA

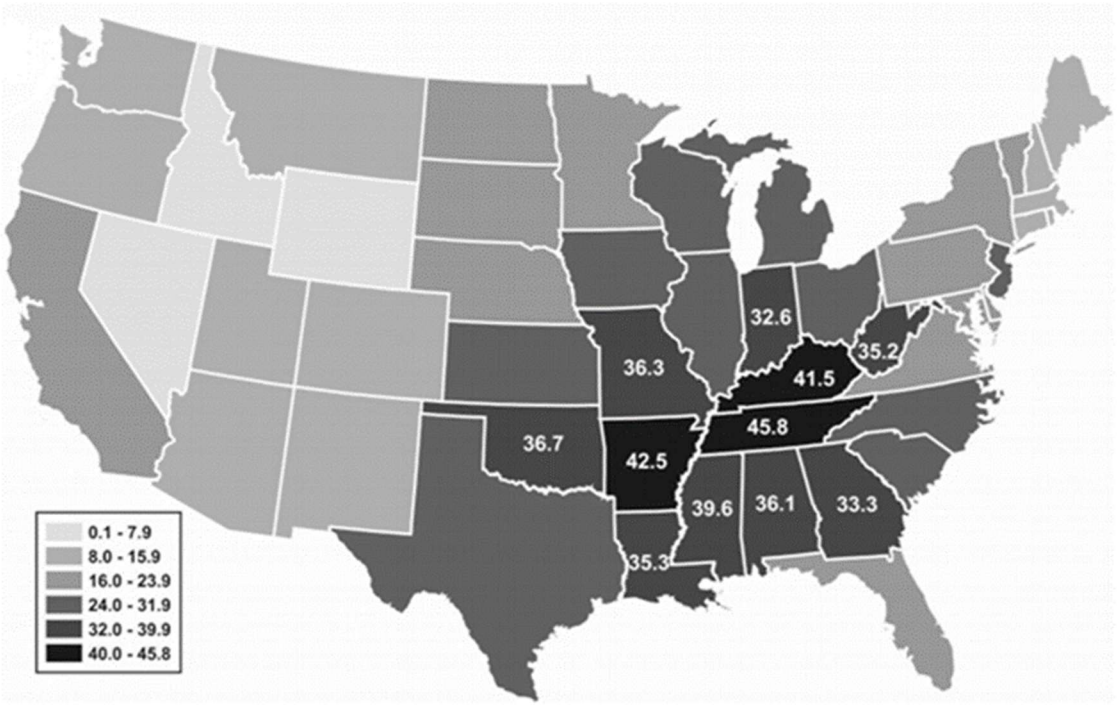
Figure 5-42 Shift in Tornado Alley within Continental U.S.



Source: AccuWeather, 2022

Almost half of the tornado events that occur in Tennessee, occur at night. Tennessee has the highest percent of nocturnal tornado events compared to all other states with 45.8% of all tornado events occurring at night as shown in Figure 5-43. Tennessee also ranked second in the greatest percentage of killer nocturnal tornado events from 1950 to 2005 (Ashley et al. 2008). Areas in the South for example the Tennessee River valleys, have the highest percentages of nocturnal tornadoes, nocturnal fatalities, and number of nocturnal killer events compared to other regions in the United States (Ashley et al. 2008).

Figure 5-43 Percent of Tornado Events that Occur at Night



Source: Ashley, Walker S., et al. "Vulnerability due to Nocturnal Tornadoes." *Weather and Forecasting*, vol. 23, no. 5, 2008, pp. 795 – 807., doi: 10.1175/2008waf2222132.1

Tornados can occur anywhere in the County. Tornadoes typically impact a small area, but damage may be extensive. Tornado locations are completely random, meaning risk to tornado isn't increased in one area of the county versus another. All of Knox County is exposed to this hazard.

Spatial Extent: 1 – Negligible

EXTENT

Prior to February 1, 2007, tornado intensity was measured by the Fujita (F) scale. This scale was revised and is now the Enhanced Fujita (EF) scale. Both scales are sets of wind estimates (not measurements) based on damage. The new scale provides more damage indicators (28) and associated degrees of damage, allowing for more detailed analysis and better correlation between damage and wind speed. It is also more precise because it accounts for the materials affected and the construction of structures damaged by a tornado. Table 5-45 shows the wind speeds associated with the Enhanced Fujita scale ratings and the damage that could result at different levels of intensity.

Table 5-45 Enhanced Fujita Scale

EF Number	3 Second Gust (mph)	Damage
0	65-85	**Light damage.** Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over.
1	96-110	**Moderate damage.** Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.

EF Number	3 Second Gust (mph)	Damage
2	111-135	**Considerable damage.** Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
3	136-165	**Severe damage.** Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations blown away some distance.
4	166-200	**Devastating damage.** Well-constructed houses and whole frame houses completely leveled; cars thrown and small missiles generated.
5	Over 200	**Incredible damage.** Strong frame houses leveled off foundations and swept away; automobile-sized missiles fly through the air in excess of 100 m; high-rise buildings have significant structural deformation; incredible phenomena will occur.

The most intense tornado to pass through Knox County since 1950 was an F3 tornado, causing $5 million in damage. An F2 tornado in 1974 took the greatest toll on the county with 2 fatalities and 21 injuries. However, it should be noted that these two incidents are rare in Knox County as the majority (12/15) of tornadoes that have occurred since 1950 were classified as F1 or F0 and caused minimal damage. Based on the magnitude of past occurrences, the HMPC designated the impact as limited.

Impact: 2 – Limited

HISTORICAL OCCURRENCES

According to NCEI records, Knox County has experienced 15 tornadoes since 1950, listed in Table 5-46. These events are reported to have caused 2 deaths, 31 injuries and over $7 million in property damage.

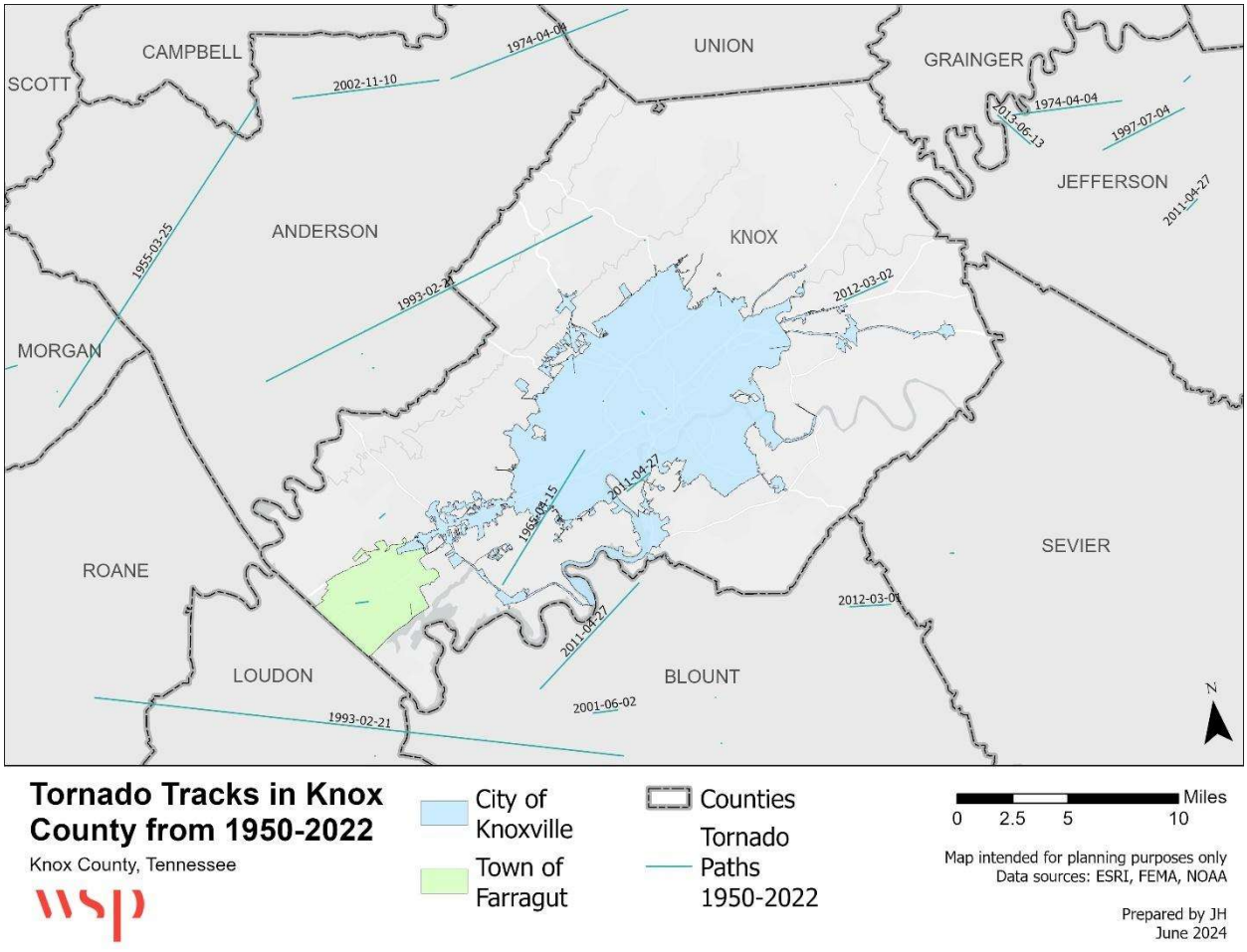
Table 5-46 Recorded Tornadoes in Knox County, 1950-2023

Date	Time (LST)	Fatalities	Injured	Path Length (miles)	Magnitude	Location	Property Damage $
April 15, 1965	5:30 PM	0	6	7.4	F2	near Concord to Bearden	$2.5 M
April 4, 1974	12:30 AM	2	21	4.0	F2	near Sunrise and Skaggston	$25,000
May 27, 1981	7:40 PM	0	0	0.4	F0	near Karns	$25,000
February 21, 1993	5:05 PM	0	0	6.0	F3	Powell to Northbrook	$5.0 M
June 30, 1993	7:00 PM	0	1	2.0	F0	near Halls Crossroads	0
June 30, 1993	7:42 PM	0	0	1.0	F0	Knoxville	0
May 18, 1995	9:00 PM	0	0	2.0	F1	Fountain City	0
May 23, 2000	4:05 PM	0	1	0.5	F1	Powell	0

May 15, 2003	5:10 PM	0	0	1.0	F1	south Knoxville	$150,000
May 15, 2003	5:15 PM	0	0	1.3	F1	south Knoxville	$200,000
April 27, 2011	6:57 PM	0	0	1	F1	Near Kingsley Station	$20,000
April 27, 2011	8:28 PM	0	0	1	F0	Farragut	$10,000
June 23, 2011	11:20 PM	0	0	1	F0	Malcolm Martin Park	$40,000
March 2, 2012	8:33 PM	0	0	0.3	F0	Turkey Creek	$1,000
March 2, 2012	9:00 PM	0	0	2.1	F0	Trentville	$20,000
Total		**2**	**31**				**$7.99 M**

Source: NCEI

Figure 5-44 Tornado Tracks in Knox County from 1950 to 2022



Descriptions of the more damaging events are provided below:

- **May 8, 2003-FEMA-1464-DR (period of incident May 4-30, 2003)**—This federal disaster

declaration was made following severe storms, tornadoes, and flooding in Tennessee. This federal declaration mainly stems from a tornado outbreak in western and northwestern Tennessee on May 4, 2003. Knox County was added to this federal declaration after two tornadoes touched down in south Knoxville on May 15, 2003. The first tornado was reported at 5:10 p.m. near the Lyons Bend area (traveling around a mile on the ground). It downed numerous power lines and approximately 100 trees. Downed trees at the Cherokee Country Club damaged a cart barn and a pump house. The second and final tornado was reported at 5:15 p.m. south of John Sevier Highway near Apache Trail. This second tornado traveled 1.3 miles and lifted near the intersection of Martinmill Pike and Tipton Station Road. The tornado downed numerous power lines and traffic signals. Also, several buildings at a residence on Ottinger Road were damaged. Six condominiums were damaged at 700 Idlewood Lane as tornadic wind gusts downed a huge tree on the structures. Radar reflectivity images continued to reveal indications of a 'hook echo'. Both tornadoes were rated F1 on the Fujita tornado intensity scale. This supercell storm continued moving southeast into Blount and Sevier Counties, with quarter to golf ball hail reported in both counties.

- **May 23-31, 2000**—This federal disaster declaration was made following severe storms, tornadoes, and flooding as severe thunderstorms and tornado moved across the central east Tennessee valley on May 23, 2000. An F1 tornado and severe straight line winds caused damage in the Powell community and a resident of the Impala Mobile Home Park, was injured after the storm ripped his home off its foundation.
- **May 18, 1995**—In North Knox, an EF1 tornado caused damage to homes, trees and power lines. One tree knocked down was 151-years-old.
- **February 21, 1993**—The EF3 tornado started near Oak Ridge, moved through the Bull Run Steam Plant and went through the town of Claxton. Fifty homes were damaged and six manufactured homes were destroyed. Two businesses were destroyed and another ten were damaged including a weapons plant. Twelve electric transmission towers were knocked down.
- **April 4, 1974-FEMA-424-DR (period of incident April 3-4, 1974)** —Between the early afternoon of April 3 and 1:00 a.m. April 4th, there were at least 28 tornadoes in 19 Tennessee counties in the worst single outbreak of tornadoes in the State's history. The storms left 45 people dead, 749 injured, and caused approximately $22 million in property damages throughout central and eastern Tennessee. The last tornado was an isolated one that occurred about ten miles northeast of Knoxville. It struck a manufactured home park, killing two children and injuring 21 people in Knox County.

The HMPC determined the impact of a tornadoes in Knox County to be limited.

PROBABILITY OF FUTURE OCCURRENCE

Based on NCDC records of 15 tornadoes from 1950 to 2023, there is a 20 percent probability of a tornado in the planning area in any given year thus ranking it as "likely." Removing the F0 rated events from this calculation, there were 8 tornadoes in the same period resulting in an 11 percent probability in any given year.

Probability: 3– Likely

CLIMATE CHANGE

There presently is not enough data or research to quantify the magnitude of change that climate change may have related to tornado frequency and intensity. NASA's Earth Observatory has conducted studies which aim to understand the interaction between climate change and tornadoes. Based on these studies

meteorologists are unsure why some thunderstorms generate tornadoes and others don't, beyond knowing that they require a certain type of wind shear. Tornadoes spawn from approximately one percent of thunderstorms, usually supercell thunderstorms that are in a wind shear environment that promotes rotation. Some studies show a potential for a decrease in wind shear in mid-latitude areas. Because of uncertainty with the influence of climate change on tornadoes, future updates to the mitigation plan should include the latest research on how the tornado hazard frequency and severity could change. The level of significance of this hazard should be revisited over time.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Injuries and fatalities are possible. Individuals who cannot take shelter are most vulnerable as well as those in unsecured buildings like mobile homes. Injury may also result from debris or damaged buildings.
Responders	Responders may be hindered by storm impacts; damages may block access to affected areas or make it dangerous to enter affected buildings or areas.
Continuity of Operations (including Continued Delivery of Services)	Potential impacts to continuity of operations may result if personnel are harmed or if critical systems or resources are damaged. Delays in providing services may result.
Property, Facilities and Infrastructure	The weakest tornadoes, EF0, can cause minor roof damage, while strong tornadoes can destroy frame buildings and even badly damage steel reinforced concrete structures. Buildings are vulnerable to direct impact from tornado winds and wind-borne debris. Mobile homes are particularly susceptible to damage during tornadoes. Buildings, critical facilities, and infrastructure are all vulnerable to damage. Impacts to infrastructure may also include structural damage, impassable or blocked roadways or bridges, failed utility lines, or railway failure.
Environment	Downed trees and damages to vegetation are likely. Debris may be thrown great distances and end up in natural areas, with potential impacts on habitats. If hazardous materials facilities are impacted, chemical releases may occur and would require remediation.
Economic Condition of the Jurisdiction	Economic impacts are contingent on tornado's path, but a tornado can severely impact/destroy critical infrastructure and other economic drivers, halt economic activity, or cause direct losses to businesses.
Public Confidence in the Jurisdiction's Governance	Public confidence in the jurisdiction's governance may be influenced by severe tornado events if response and recovery are not timely and effective.

VULNERABILITY ASSESSMENT

PEOPLE

The availability of sheltered locations such as basements, buildings constructed using tornado-resistant materials and methods, and public storm shelters, all reduce the exposure of the population. The two people killed by tornadoes in Knox County lived in a mobile home. Residents of mobile and manufactured housing may be particularly vulnerable due to the structure's vulnerability and the lack of sheltered locations in these units. According to 2022 ACS 5-Year Estimates data, 6.5% of homes in in Knox County, 1.3% of homes in Knoxville, and no homes in Farragut are classified as "mobile homes." Individuals who work outdoors may also face increased risk.

PROPERTY

General damages to property are both direct (what the tornado physically destroys) and indirect (additional costs, damages, and losses attributed to secondary hazards spawned by the tornado or due to the damages caused by the tornado). Depending on its size and path, a tornado is capable of damaging and eventually destroying almost anything. Construction practices and building codes can help maximize the resistance of the structures to damage.

Secondary impacts of tornado damage often result from damage to infrastructure. Downed power and communications transmission lines, coupled with disruptions to transportation, create difficulties in

reporting and responding to emergencies. These indirect impacts of a tornado put tremendous strain on a community. Based on NCEI data, the reported tornado events resulted in almost $8 million in damage since 1950.

ENVIRONMENT

Tornadoes can cause massive damage to the natural environment, uprooting trees and other debris within the tornado's path. This is part of a natural process, however, and the environment will return to its original state in time.

Secondary impacts may occur if hazardous materials are released into the environment because of tornado damages. In this case, remediation would be needed.

CHANGES IN DEVELOPMENT

Development is not expected to impact the incidence of tornado events. As the county grows, overall asset exposure will increase, which may increase risk. The county and jurisdictions will want to ensure new development is constructed with building codes that withstand tornados and high winds.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes tornado hazard risk by jurisdiction. Tornado hazard risk does not vary substantially by jurisdiction.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	3	2	1	4	1	2.2	Medium
Knoxville	3	2	1	4	1	2.2	Medium
Unincorporated Knox County	3	2	1	4	1	2.2	Medium

5.14 WILDFIRE

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Wildfire	Highly Likely	Minor	Negligible	Less than 6 hrs	Less than 6 hrs	2.2

HAZARD DESCRIPTION

A wildfire is an uncontained fire that spreads through the environment. Wildfires are part of the natural management of forest ecosystems but may also be caused by human factors. Wildfires can consume large areas, including infrastructure, property, and resources. When massive fires, or conflagrations, develop near populated areas, evacuations possibly ensue. Not only do the flames impact the environment, but the massive volumes of smoke spread by certain atmospheric conditions also impact the health of nearby populations. In general, Tennessee has two fire seasons a year: in the spring about February 15th and ends near May 15th when the forest has "greened up"; and in the fall around October 15th when the leaves begin to fall and usually ends December 15th due to shorter, cooler, wetter days.

There are three types of fire spread that are recognized:

Ground fires – burn organic matter in the soil beneath surface litter and are sustained by glowing combustion.

Surface fires – spread with a flaming front and burn leaf litter, fallen branches and other fuels located at ground level.

Crown fires – burn through the top layer of foliage on a tree, known as the canopy or crown fires. Crown fires, the most intense type of fire and often the most difficult to contain, need strong winds, steep slopes and a heavy fuel load to continue burning.

Fire intensity is controlled by both short-term weather conditions and longer-term vegetation conditions. During intense fires, understory vegetation, such as leaves, small branches, and other organic materials that accumulate on the ground, can become additional fuel for the fire. The most explosive conditions occur when dry, gusty winds blow across dry vegetation.

Weather components such as temperature, relative humidity, wind, and lightning also affect the potential for wildfire. High temperatures and low relative humidity dry out the fuels that feed the wildfire creating a situation where fuel will more readily ignite and burn more intensely. Wind is the most treacherous weather factor. The issue of drought conditions contributes to concerns about wildfire vulnerability.

Warning Time: 4 – Less than 6 hours

Duration: 1 – Less than 6 hours

LOCATION

Wildland-urban interface (WUI) refers to an area where homes and communities are built near or among lands prone to wildfires. The WUI is not exactly a place but a set of conditions that exist in every community. According to the National Fire Protection Association, conditions include (but are not limited to): the amount, type, and distribution of vegetation; the flammability of the structures (homes, businesses, outbuildings, decks, fences) in the area, and their proximity to fire-prone vegetation and to other combustible structures; weather patterns and general climate conditions; topography; hydrology; average lot size; and road construction. The wildland-urban intermix is a type of wildland-urban interface where homes and /other structures are intermixed within wildland fuels. These areas are more vulnerable to wildfires because the human development is intermixed with wildfire fuel.

According to the USDA Forest Service, as of 2020 the WUI of the conterminous United States includes about 44 million houses, which is equivalent to one in every three houses in the country. In the state of Tennessee approximately 30% of the all houses are in the wildland-urban interface. There has been a steady increase in areas that are a part of the wildland-urban interface due to the shift in decentralized urbanization and rapid development in outlying metropolitan areas. The expansion of WUI continues to increase the likelihood that wildfires will threaten structures and people.

Spatial Extent: 1 – Negligible

Table 5-47 Wildland-Urban Interface and Intermix

Jurisdiction	Acres in WUI
Farragut	10,138
Knoxville	55,558
Unincorporated Knox County	299,726

Figure 5-45 Wildland-Urban Interface (WUI) for Knox County

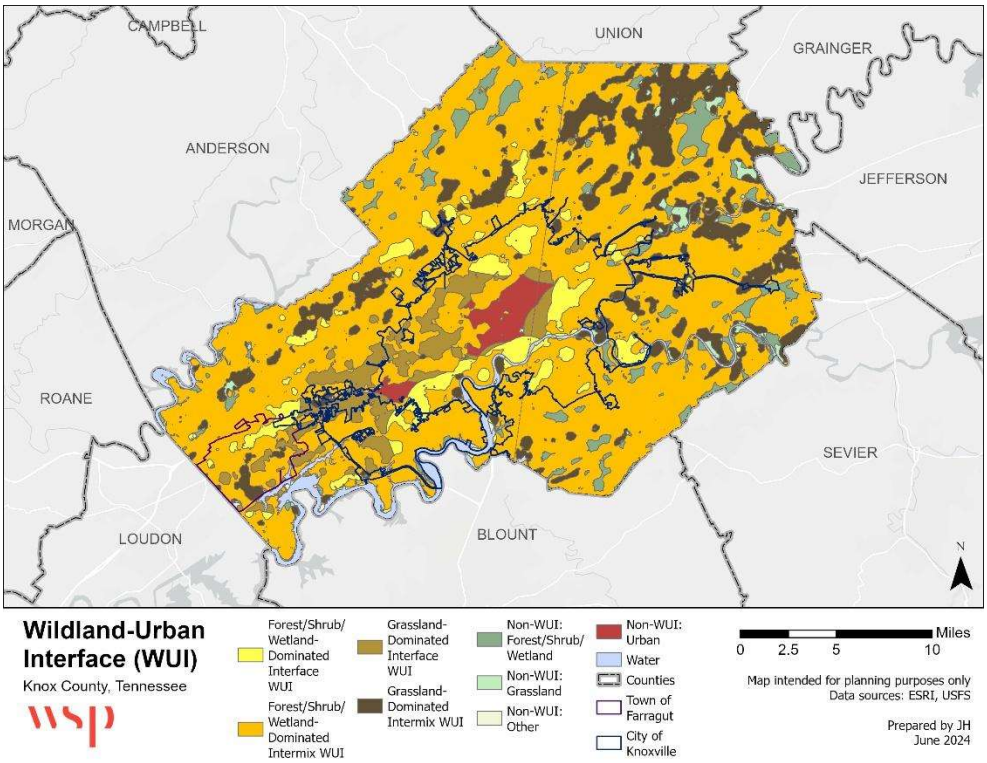


Figure 5-46 Wildland-Urban Interface (WUI) for Knoxville

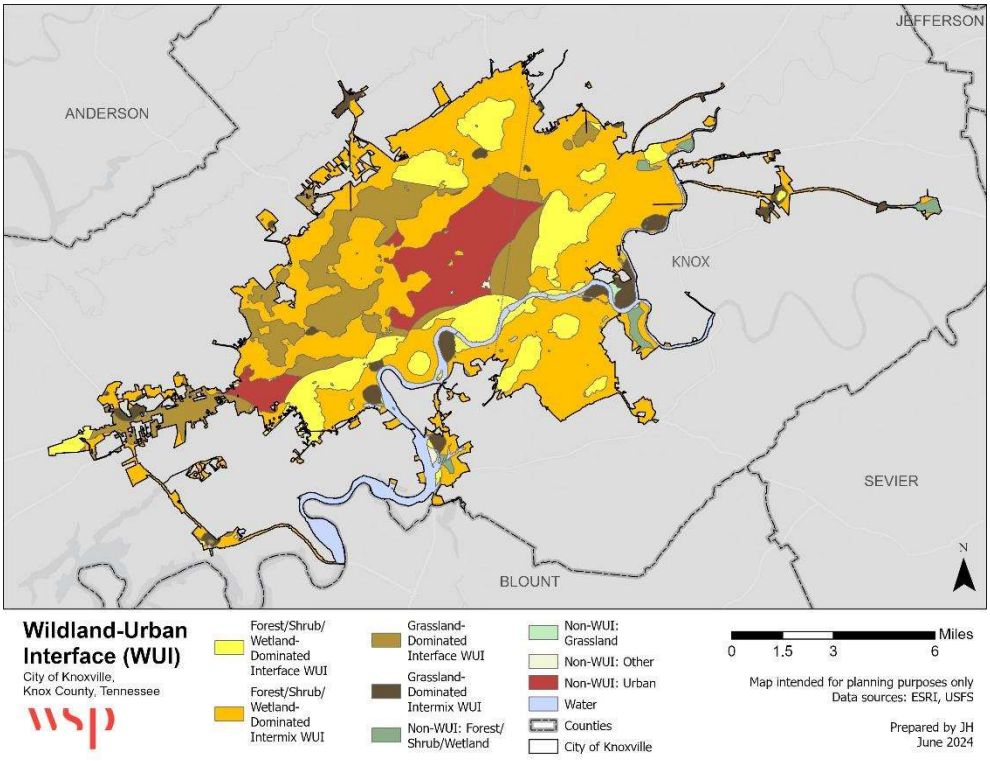
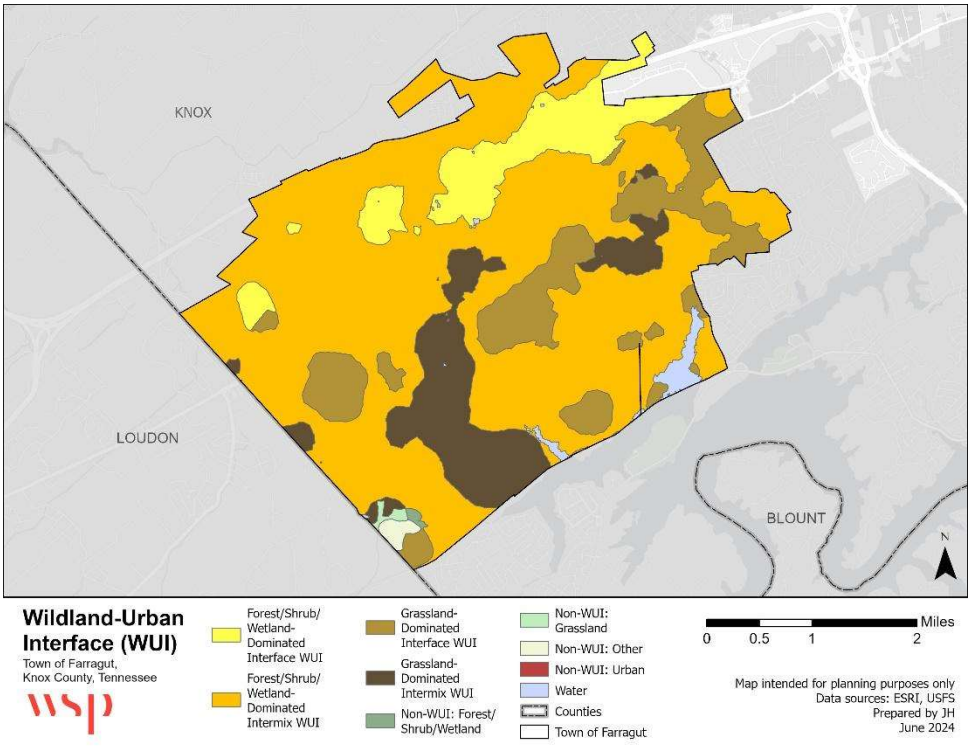


Figure 5-47 Wildland-Urban Interface (WUI) for Farragut



EXTENT

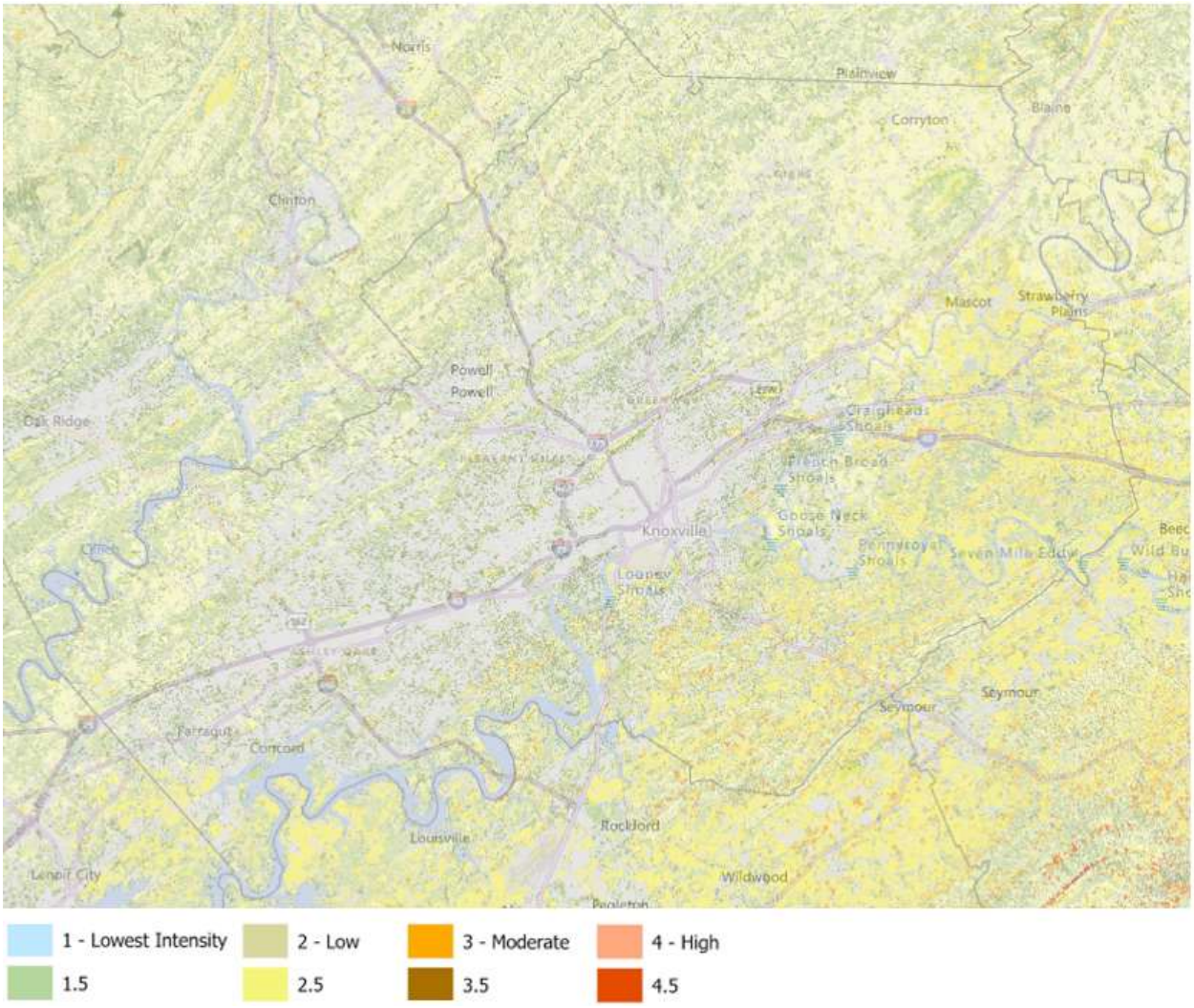
Wildfire extent can be defined by the fire's intensity and measured by the Characteristic Fire Intensity Scale, which identifies areas where significant fuel hazards which could produce dangerous fires exist. Fire Intensity ratings identify where significant fuel hazards and dangerous fire behavior potential exist based on fuels, topography, and a weighted average of four percentile weather categories. The Fire Intensity Scale, shown in Table 5-48, consists of five classes, as defined by Southern Wildfire Risk Assessment. Figure 5-48 shows the potential fire intensity geographically.

Table 5-48 Fire Intensity Scale

Class	Description
1. Very Low	Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and non-specialized equipment.
2. Low	Small flames, usually less than two feet long; small amount of very short-range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools.
3. Moderate	Flames up to 8 feet in length; short-range spotting is possible. Trained firefighters will find these fires difficult to suppress without support from aircraft or engines, but dozer and plows are generally effective. Increasing potential for harm or damage to life and property.
4. High	Large Flames, up to 30 feet in length; short-range spotting common; medium range spotting possible. Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property.
5. Very High	Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property.

Source: Southern Wildfire Risk Assessment

Figure 5-48 Characteristic Fire Intensity, Knox County



Source: Southern Wildfire Risk Assessment

This map shows that the potential for low fire intensity exists primarily outside of urban Knoxville and within the unincorporated county. While there are small pockets of moderate and high risk within the unincorporated county, the planning area predominately exhibits potential for low intensity fire.

Impact: 1 – Limited

HISTORICAL OCCURRENCES

According to the Tennessee Department of Agriculture, Division of Forestry, Knox County had 46 wildfires that burned 840 acres between 2006 and 2010. There were no fatalities or injuries reported in association with these wildfires. Structural damage is reported independently of the wildfire statistics and therefore it is unknown if there was any structural damage associated with the wildfire events Table 5-49 details wildfire occurrences in the planning area from 2006-2010 from the following reporting fire departments: Heiskell Volunteer Fire Department (VFD), Karns VFD, Knoxville City Fire Department, Rural Metro Fire Department, and Seymour VFD.

For 2011 through 2016, data was obtained from the Tennessee Fire Incident Reporting System (TFIRS) and includes incident reporting from Karns VFD, Knoxville City Fire Department, and the Rural Metro Fire Department. For this reporting period, there were a total of 129 forest/woods/wildland fire events that burned 351 acres. There were no fatalities or injuries reported in association with these wildfires. Again, structural damage is reported independently of the wildfire statistics and therefore it is unknown if there was any structural damage associated with the wildfire events.

Data for 2017-2024 (September) was obtained from *The Tennessean*'s wildfire history map. This map displays wildfires that have occurred across the United States since 2017. *The Tennessean* sourced data from the National Interagency Fire Center (NICF), which provided information on the location and acreage impacted by the incident. Data on injuries, fatalities, or property damage was not available; however, no injuries or fatalities were reported in local newspapers.

Table 5-49 Records for Wildfire in Knox County, 2010-2024

Year	Number of Fires	Acres Burned
2006	6	21
2007	16	513
2008	7	119
2009	11	177
2010	6	10
2011	13	4
2012	31	229
2013	10	14
2014	30	74
2015	11	8
2016	34	22
2017	0	0
2018	0	0
2019	0	0
2020	0	0
2021	0	0
2022	0	0
2023	7	32
2024	4	8
Totals	**175**	**1,191**

Source: TN Dept of Agriculture, Division of Forestry; Tennessee Incident Fire Reporting System; *The Tennessean*

Debris burning is the number one ranking cause of these wildfires in the planning area, followed by arson, campfires, power lines, children, and sparks from railroad lines.

Outside of the Knox County planning area, but within neighboring Sevier County, wildfires in 2016 became one of the largest natural disasters in the history of Tennessee. In late November 2016, a complex

set of wildfires impacted the cities of Pigeon Forge and Gatlinburg, both near the Great Smoky Mountains National Park. The fires resulted in three deaths in the City of Gatlinburg and 11 deaths in the adjacent Sevier County area, either directly from the fire or as a consequence of attempting to flee the fire. In addition, the wildfires caused over 130 injuries; damaged or destroyed approximately 2,500 structures and burned approximately 17,000 acres. Over 14,000 residents and visitors evacuated Gatlinburg and the adjacent areas in danger from the fires. Following a presidential disaster declaration, assistance through FEMA provided over $3.4M in individual assistance and $3.8M in public assistance for recovery efforts.

The wildfires were driven primarily by weather, specifically, very strong winds, in combination with exceptional drought conditions. An after-action report prepared following the event identified numerous actions to better prepare the community for potential wildfires or other relevant hazards in the future. The recommendations addressed a broad range of functions including command staff and incident management; operations; interagency communications; public information; logistics; and recovery and humanitarian outreach.

PROBABILITY OF FUTURE OCCURRENCE

Wildfires occur in the planning area on an annual basis. The average number of wildfires per year for the 19-year period from 2006-2024 was 9.2. The planning committee anticipates that this rate of occurrence is likely to continue. Future occurrences of this hazard are likely to increase if development in wildland-urban interface areas increases.

Probability: 4 – Highly Likely

CLIMATE CHANGE

Wildfire risk depends on a number of factors, including temperature, soil moisture, and the presence of trees, shrubs, and other potential fuel. All these factors have strong direct or indirect ties to climate variability and climate change. Research shows that changes in climate create warmer, drier conditions. Per the Fourth National Climate Assessment, the Southeast is projected to experience an increase in the duration and intensity of drought, which is expected to increase wildfire occurrence and reduce the effectiveness of prescribed fire. Although total area burned by wildfire is greatest in the western U.S., the Southeast has historically had the highest number of wildfires and the most area burned by prescribed fire. In the Southeastern United States modeling suggests increased fire risk and a longer fire season, with at least a 30 percent increase from 2011 in the area burned by lightning-ignited wildfire by 2060.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	In addition to the potential for fatalities, wildfire and the resulting diminished air quality pose health risks. Smoke and air pollution can cause serious health problems, including asthma attacks and pneumonia, and can worsen chronic heart and lung diseases. Vulnerable populations include children, the elderly, and people with respiratory and cardiovascular problems. Even healthy citizens may experience symptoms such as sore throats and itchy eyes.
Responders	Wildfires are a significant threat to the health and safety of the emergency services, both while fighting the fire and from after effects from smoke inhalation and heat stroke. More rural areas may require response personnel ready to act.
Continuity of Operations (including Continued Delivery of Services)	Wildfire events can result in a loss of power which may impact operations. Downed trees, power lines and damaged road conditions may prevent access to critical facilities and/or emergency equipment.

Category	Consequences
Property, Facilities and Infrastructure	Damage to buildings and facilities, especially those in the wildland urban interface, is possible. Infrastructure, including roadways, communication networks and facilities, power lines, utilities, and water distribution systems, may also be damaged. New homes constructed without considering community wildland fire planning can create neighborhoods with limited accessibility and flammable buildings and landscaping.
Environment	Wildfires cause damage to the natural environment, killing vegetation and animals. The risk of floods and debris flows increases after wildfires due to the exposure of bare ground and the loss of vegetation. In addition, the secondary effects of wildfires, including erosion, landslides, introduction of invasive species, and changes in water quality, are often more disastrous than the fire itself. Water supplies can be degraded by post-fire erosion and stream sedimentation.
Economic Condition of the Jurisdiction	Wildfires can have significant short-term and long-term effects on the local economy. Wildfires, and extreme fire danger, may reduce recreation and tourism in and near the fires, and can destroy crops and other agricultural property. If aesthetics are impaired, local property values can decline. Extensive fire damage to trees can significantly alter the timber supply, both through a short-term surplus from timber salvage and a longer-term decline while the trees regrow. Post-fire cleanup costs include rehabilitation and repair, equipment and capital goods replacement, drinking water pollution remediation, smoke damage, and increase in fire insurance premiums.
Public Confidence in the Jurisdiction's Governance	Wildfire events may cause issues with public confidence because they have very visible impacts on the community.

VULNERABILITY ASSESSMENT

PEOPLE

Wildfire can cause fatalities and human health hazards, particularly when air quality is a concern. Exposure to wildfire smoke can cause serious health problems, including asthma attacks and pneumonia, and can worsen chronic heart and lung diseases. Vulnerable populations include people with respiratory problems or with heart disease. Even healthy people may experience minor symptoms, such as sore throats and itchy eyes.

PROPERTY

Wildfire can cause direct property losses, including damage to buildings, vehicles, landscaped areas, agricultural lands, and livestock. Wildfires burn 20-30 homes in the state every year, and hundreds more are threatened each fire season. Similarly, wildfire can cause loss of power, downed trees, or damage/blockage of roads and other transportation systems.

Exposure to wildfire was estimated by analyzing the type and number of buildings within the Wildland Urban Interface and Intermix. Results are show in Table 5-50 and Table 5-51.

Table 5-50 Building Counts and Values in WUI Interface Areas

	Residential	Commercial	Industrial	Agriculture	Religion	Government	Education	Total
Unincorporated Knox County								
Number of Buildings	22,348	1,498	407	36	57	14	30	24,390
Cost of Building	$5,120,762,172	$1,616,819,002	$614,762,937	$13,145,458	$54,584,799	$16,964,733	$194,841,812	$7,631,880,912
City of Knoxville								
Number of Buildings	24,503	4,971	764	48	328	78	94	30,786
Cost of Building	$4,418,906,700	$5,790,888,277	$750,054,172	$19,663,364	$387,056,939	$214,232,840	$319,948,152	$11,900,750,445
Town of Farragut								
Number of Buildings	2,738	294	28	14	16	0	3	3,093
Cost of Building	$805,686,626	$267,916,585	$23,380,983	$4,214,417	$38,942,024	$0	$3,381,353	$1,143,521,989

Source: USFS, NSI

Table 5-51 Building Counts and Values in WUI Intermix Areas

	Residential	Commercial	Industrial	Agriculture	Religion	Government	Education	Total
Unincorporated Knox County								
Number of Buildings	75,726	2,763	945	116	434	23	86	80,093
Cost of Building	$15,411,693,199	$2,575,854,724	$838,036,453	$44,262,221	$442,061,353	$12,039,024	$521,116,266	$19,845,063,241
City of Knoxville								
Number of Buildings	27,408	1,803	382	41	264	31	36	29,965
Cost of Building	$5,060,443,506	$1,838,063,078	$337,987,193	$20,440,287	$327,031,866	$59,520,051	$178,533,871	$7,822,019,852
Town of Farragut								
Number of Buildings	5,511	340	59	11	35	4	5	5,965
Cost of Building	$1,706,520,177	$283,022,508	$34,567,506	$5,159,209	$48,888,886	$3,606,663	$64,256,919	$2,146,021,869

Source: USFS, NSI

ENVIRONMENT

Wildfires have the potential to destroy forest and forage resources and damage natural habitats. Wildfire can also damage agricultural crops on private land. Wildfire is part of a natural process, and it plays a key role in shaping ecosystems by serving as an agent of renewal and change. However, fires also release carbon dioxide, a key greenhouse gas, into the atmosphere.

CHANGES IN DEVELOPMENT

Increased development on the wildland fringe, areas immediately adjacent to the Wildland Urban Interface, will expand the WUI itself and further increase vulnerability. Conversely, as infill development occurs and urban areas become more densely developed, fuel sources may be removed such that these areas may fall out of the WUI.

Integrating wildfire management into land use and subdivision regulations can limit the risk of new development. State and local governments can impose fire safety regulations on home sites and developments to help curb wildfire. Land treatment measures such as fire access roads, water storage, helipads, safety zones, buffers, firebreaks, fuel breaks, and fuel management can be designed as part of an overall fire defense system to aid in fire control. Fuel management, prescribed burning, and cooperative land management planning can also be encouraged to reduce fire hazards.

CHANGES IN DEVELOPMENT

Increased development on the wildland fringe, areas immediately adjacent to the Wildland Urban Interface, will expand the WUI itself and further increase vulnerability. Conversely, as infill development occurs and urban areas become more densely developed, fuel sources may be removed such that these areas may fall out of the WUI.

Integrating wildfire management into land use and subdivision regulations can limit the risk of new development. State and local governments can impose fire safety regulations on home sites and developments to help curb wildfire. Land treatment measures such as fire access roads, water storage, helipads, safety zones, buffers, firebreaks, fuel breaks, and fuel management can be designed as part of an overall fire defense system to aid in fire control. Fuel management, prescribed burning, and cooperative land management planning can also be encouraged to reduce fire hazards.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes wildfire hazard risk by jurisdiction. Wildfire warning time and duration do not vary by jurisdiction. Spatial extent ratings were estimated based on the proportion of area within the WUI.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	4	1	1	4	1	2.2	Medium
Knoxville	4	1	1	4	1	2.2	Medium
Unincorporated Knox County	4	1	1	4	1	2.2	Medium

5.15 WINTER/ICE STORM

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Winter/Ice Storm	Likely	Limited	Large	More than 24 hrs	Less than 1 week	2.5

HAZARD DESCRIPTION

Winter storms in Tennessee typically involve snow and/or freezing rain (ice storms). These conditions pose a serious threat to public safety, disrupt commerce and transportation, and can damage utilities and communications infrastructure. Winter storms can also disrupt emergency and medical services, hamper the flow of supplies, and isolate homes and farms. Heavy snow can collapse roofs and down trees onto power lines. Direct and indirect economic impacts of winter storms include cost of snow removal, damage repair, increased heating bills, business and crop losses, power failures and frozen or burst water lines.

The National Weather Service describes different types of winter storm conditions as follows:

- **Blizzard**—Winds of 35 mph or more with snow and blowing snow reducing visibility to less than 1/4 mile for at least three hours.
- **Blowing Snow**—Wind-driven snow that reduces visibility. Blowing snow may be falling snow and/or snow on the ground picked up by the wind.
- **Snow Squalls**—Brief, intense snow showers accompanied by strong, gusty winds. Accumulation may be significant.
- **Snow Showers**—Snow falling at varying intensities for brief periods of time. Some accumulation is possible.
- **Freezing Rain**—Measurable rain that falls onto a surface whose temperature is below freezing. This causes the rain to freeze on surfaces, such as trees, cars, and roads, forming a coating or glaze of ice. Most freezing-rain events are short lived and occur near sunrise between the months of December and March.
- **Sleet**—Rain drops that freeze into ice pellets before reaching the ground. Sleet usually bounces when hitting a surface and does not stick to objects.

Duration of the most severe impacts of winter storms is generally less than one week, though dangerous cold, snow, and ice conditions can remain present for longer periods in certain cases. Weather forecasts commonly predict the most severe winter storms at least 24 hours in advance, leaving adequate time to warn the public.

Warning Time: 1 – More than 24 hours

Duration: 3 – Less than 1 week

LOCATION

The entire State of Tennessee is vulnerable to light snow and freezing rain. The eastern region of Tennessee including Knox County receives 11.4 inches of snow during a normal season according to the National Weather Service in Morristown, Tennessee.

Spatial Extent: 3 – Moderate

EXTENT

The average monthly snowfall, including ice pellets and sleet for Knoxville is presented in Table 5-52 below.

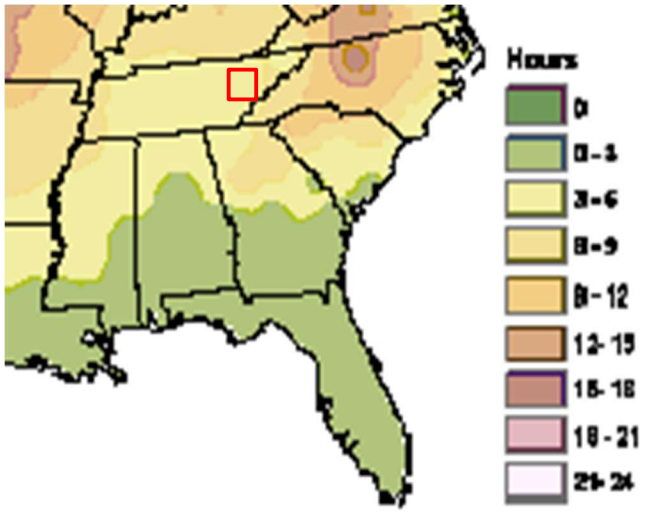
Table 5-52 Snowfall Summary (inches) 1979-2022 National Climatic Data Center Averages

Station	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Knoxville, TN	3.8	3.1	1.1	0.6	0	0	0	0	0	0	0.2	1.9	11.4

Source: http://lwf.ncdc.noaa.gov/oa/climate/online/ccd/snowfall.html

Figure 5-49 shows that Knox County and most of the State of Tennessee falls in a zone that receives 3-6 hours of freezing rain per year.

Figure 5-49 Average Number of Hours per Year with Freezing Rain in the U.S.



Source: American Meteorological Society. "Freezing Rain Events in the United States." http://ams.confex.com/ams/pdfpapers/71872.pdf.
Note: Red square indicates approximate location of Knox County

Damages associated with winter storms in the planning area are usually related to downed power lines and power infrastructure. These damages and the associated losses as a result of disruptions in normal daily operations can be costly.

One significant winter weather event can have multiple impacts including property damage and damages to power lines and infrastructure from falling trees and limbs, prolonged power outages, road damage, road hazards, and road closures, school, government and business closures.

Impact: 2 – Limited

HISTORICAL OCCURRENCES

Knox County received one major presidential disaster declaration for a severe winter storm in 1993. NCDC records indicate that in addition to this incident, 41 winter storm or heavy snow events occurred

in Knox County between October 1993 and January 2023. Occurrences listed prior to 1993 are from newspaper articles either the *Knoxville New Sentinel* or the *Knoxville Journal*.

- **December 24, 2020**—A strong storm system brought high winds and heavy snow to parts of East Tennessee. The planning area reported between four and seven inches of snow.
- **February 16, 2015—** A winter storm tracked through area on the 16 – 17th with the atmosphere favorable for both heavy snow and ice accretion. The highest peaks had up to 6 inches of snow while ice accumulations had up to an inch. In addition, cold weather accounted for three deaths.
- **January 29, 2005**—A low pressure system spread moist air above a cold air mass in place at the surface across East Tennessee creating a mixture of freezing rain and sleet across the lower elevations and a mixture of sleet and snow across the higher terrain. Much of the region ended up with ice accumulation around one quarter inch with some locations measuring as much as one half inch of ice. Trees and power lines were downed across parts of the region due to ice accumulation.
- **February 28, 2004**—The planning area received three to six inches of snow.
- **January 22, 2003**—The planning area received two to five inches of snow.
- **December 3, 2000**—Widespread snow fell across East Tennessee. Amounts varied widely. In northeast Tennessee, snowfall amounts averaged 1 to 3 inches, with a few spots in the mountains reporting 2 to 4 inches. In central East Tennessee, amounts ranged between 1 and 3 inches, with a few isolated reports of 3 to 5 inches. In southeast Tennessee, amounts were a bit heavier. Snowfall amounts averaged 2 to 4 inches, with a few places reporting 3 to 5 inches.
- **December 1998**—Snow and ice storm cause extensive power outages across planning area.
- **February 1, 1996**—14-16 inches of snow across planning area.
- **February 7, 1995**—Snow fell across of Tennessee with accumulation of two to four inches over most areas. Parts of middle and east Tennessee had snow drifts of up to three feet in depth.
- **February 4, 1994**—A major ice storm hit much of Tennessee. Numerous trees were knocked down. Many of these trees took down power lines as well. About 770,000 people in the State lost power for some period of time.
- **March 14, 1993-FEMA-3095-DR (period of incident March 13-17, 1993)** — Light snow bgan to fall on Friday night March 12th. Low pressure was rapidly intensifying along the Gulf Coast and started moving northeast. The track of the storm was a perfect snow maker for Knox County planning area as it moved through northern Georgia, then up through the Carolinas and into the northeast. The strength of the low pressure and the intensity of the wind make this storm significant. 40,000 of 153,000 without power in many areas for more than a week, forcing shelters to be opened and schools to close. National Weather Service recorded 11.13 inches for Knoxville on March 13th. The total disaster cost for the public in this planning area was $846,337.14
- **April 3, 1987**—Winter storm caused 25,000 customers to be without power and caused $570,000 in damages.
- **December 26, 1983**—Ice storm caused 10 fatalities and millions in damages.
- **January 17, 1982**—Planning area had 1/8 inch of ice accumulations. It closed the interstates and the Oak Ridge area was without power.
- **January 24, 1978**—Rain, snow, and 51 mph winds caused Tennessee Valley Authority to have power shortages.

- **January 1976**—Ice storm caused numerous car accidents and property damage.
- **December 30, 1963**—10 inches of snow in the planning area.
- **January 8, 1962**—12 inches of snow in the planning area.
- **February 13-14, 1960**—17.5 inches of snow in the planning area.
- **Winter 1959-1960**—Worst recorded winter with 56.7 inches in the season.
- **November 21-22, 1952**—30,000 of 65,000 customers without power with 18.2 inches of snow.
- **December 4-6, 1886**—22.5 inches of snow in planning area.

PROBABILITY OF FUTURE OCCURRENCE

With the combined historical information from FEMA declarations, planning committee accounts, and the NCDC database, during a 31-year period from 1993 to 2023 there were 41 recorded winter storm events (snow and ice) in the planning area resulting in an average of 1.33 winter storms per year. Based on historic frequency, the probability of future occurrence rating for winter storms is 100 percent in any given year.

Probability: 4 – Highly Likely

CLIMATE CHANGE

The atmosphere now holds more moisture which drives heavier than normal precipitation, including heavier snowfall. For the entire Northern Hemisphere, winter storms have increased in frequency and intensity since the 1950s, which could suggest greater hazard impacts in the future. However, winter storm tracks have shifted northward over the United States; therefore, the increase in intensity may be offset in Tennessee by the northward shift of the storm tracks.

CONSEQUENCE ANALYSIS

Category	Consequences
Public	Winter storms can create dangerous walking and driving conditions by limited visibility or making sidewalks and roads slick. Loss of power can create very cold conditions increasing the risk of hypothermia or frostbite. Individuals seeking alternative means of heating their homes may run the risk of carbon monoxide poisoning or fire hazards.
Responders	Responders face heightened risk due to slick roads and limited visibility. Snow and ice accumulations may block roads, limited access for responders to reach areas in need.
Continuity of Operations (including Continued Delivery of Services)	Continuity of operations is generally expected to be maintained. However, localized disruption of roads and/or utilities caused by incident may postpone delivery of some services or make it difficult for emergency management personnel to arrive at work. Schools may be delayed or closed, which can lead to logistical problems for teachers and administrators.
Property, Facilities and Infrastructure	Disruption of major and local roads is possible, limiting mobility. Air travel delays are possible. Disruption of utilities is likely; utilities at risk include water, cable, internet, water, and power.
Environment	Environmental damage to trees and other vegetation may occurred. Downed trees and limbs may cause secondary damages to property and people or may down power lines. Environmental impacts may result when snow is cleared from roadways, picking up contaminants from chemicals, oil products, and salt

Category	Consequences
	mixture used to de-ice roads. These contaminants can be carried to local waterways and impact water quality.
Economic Condition of the Jurisdiction	Local economy and finances may be adversely affected, depending on damage and business interruption costs. During a winter storm event, there is a high potential for business and office closures, modified business and office hours, and cancellation or postponement of events, especially due to power outages and poor road conditions. Crop and livestock can also be adversely affected causing significant loss of revenue.
Public Confidence in the Jurisdiction's Governance	Public confidence is unlikely to be impacted unless road clearing, power restoration, and other response activities are particularly slow.

VULNERABILITY ASSESSMENT

PEOPLE

Because winter storms are large scale events, all of the Knox County population is exposed.

Winter storms are considered deceptive killers because most deaths are indirectly related to the storm event. The leading cause of death during winter storms is from automobile crashes due to poor visibility and/or slippery roads. Additionally, exhaustion and heart attacks caused by overexertion may result from winter storms. People experiencing homelessness, residents living in old homes or home with poor insulation, and low-income families that struggle to maintain electricity and heating bills are more vulnerable to the impacts of winter weather, including hypothermia. Also, significant injury or fatality may occur if a large tree limb snaps while a resident is out driving or walking underneath it.

Power outages during very cold winter storm conditions can also create potentially dangerous situations. Elderly people account for the largest percentage of hypothermia victims. In addition, if the power is out for an extended period, residents are forced to find alternative means to heat their homes. The danger arises from carbon monoxide released from improperly ventilated heating sources such as space or kerosene heaters, furnaces, and blocked chimneys. House fires also occur more frequently in the winter due to lack of proper safety precautions when using an alternative heating source.

PROPERTY

A winter storm may cause damage to homes and vehicles when severe. Frozen or snow-covered trees and branches could fall on home or vehicles. Additionally, building and household pipes are at risk of freezing and cracking which could eventually cause water damage.

ENVIRONMENT

Winter storm events may include ice or snow accumulation on trees which can cause large limbs, or even whole trees, to snap and potentially fall. Late season frost or freeze may harm vegetation, which can reduce habitats and threaten wildlife.

CHANGES IN DEVELOPMENT

The winter weather hazard is not expected to be impacted by changes in development. Aside from increases in overall building and infrastructure exposure in the planning area that comes with growth, future development will not significantly increase risk of winter weather.

HAZARD SUMMARY BY JURISDICTION

The following table summarizes severe winter weather hazard risk by jurisdiction. Severe winter weather risk does not vary substantially by jurisdiction because these events are typically regional in nature.

Jurisdiction	Probability	Impact	Spatial Extent	Warning Time	Duration	Score	Priority
Farragut	4	1	3	1	3	2.5	Medium
Knoxville	4	1	3	1	3	2.5	Medium
Unincorporated Knox County	4	1	3	1	3	2.5	Medium

5.16 CONCLUSIONS ON HAZARD RISK

PRIORITY RISK INDEX

As discussed in Section 5.2, the Priority Risk Index was used to rate each hazard on a set of risk criteria and determine an overall standardized score for each hazard. The conclusions drawn from this process are summarized below.

Tables 5-46 through 5-48 summarize the degree of risk assigned to each identified hazard by jurisdiction using the PRI method.

Table 5-53 Unincorporated Knox County Summary of PRI Results

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Dam/Levee Failure	Unlikely	Limited	Small	More than 24 hrs	Less than 1 week	1.7
Drought	Possible	Minor	Small	More than 24 hrs	More than 1 week	2.1
Earthquake	Possible	Minor	Moderate	Less than 6 hrs	Less than 6 hrs	2
Expansive Soils	Unlikely	Minor	Small	More than 24 hrs	More than 1 week	1.5
Extreme Temperature	Highly Likely	Limited	Large	More than 24 hrs	Less than 1 week	3
Flood	Highly Likely	Limited	Large	6 to 12 hrs	Less than 1 week	3.2
Land Subsistence/Sinkhole	Highly Likely	Limited	Small	Less than 6 hrs	Less than 6 hrs	2.4
Landslide	Likely	Limited	Moderate	Less than 6 hrs	Less than 6 hrs	2.7
Severe Storm (Thunderstorm Wind, Hail, Lightning)	Highly Likely	Limited	Large	6 to 12 hrs	Less than 6 hrs	3
Tornado	Likely	Limited	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Wildfire	Highly Likely	Minor	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Winter/Ice Storm	Highly Likely	Minor	Moderate	More than 24 hrs	Less than 1 week	2.5

Table 5-54 City of Knoxville Summary of PRI Results

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Dam/Levee Failure	Unlikely	Limited	Small	More than 24 hrs	Less than 1 week	1.7
Drought	Possible	Minor	Small	More than 24 hrs	More than 1 week	2.1
Earthquake	Possible	Minor	Moderate	Less than 6 hrs	Less than 6 hrs	2
Expansive Soils	Unlikely	Minor	Small	More than 24 hrs	More than 1 week	1.5
Extreme Temperature	Highly Likely	Limited	Large	More than 24 hrs	Less than 1 week	3
Flood	Highly Likely	Limited	Large	6 to 12 hrs	Less than 1 week	3.2
Land Subsistence/Sinkhole	Highly Likely	Limited	Small	Less than 6 hrs	Less than 6 hrs	2.4
Landslide	Likely	Limited	Moderate	Less than 6 hrs	Less than 6 hrs	2.7
Severe Storm (Thunderstorm Wind, Hail, Lightning)	Highly Likely	Limited	Large	6 to 12 hrs	Less than 6 hrs	3
Tornado	Likely	Limited	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Wildfire	Highly Likely	Minor	Negligible	Less than 6 hrs	Less than 6 hrs	2.2

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Winter/Ice Storm	Highly Likely	Minor	Moderate	More than 24 hrs	Less than 1 week	2.5

Table 5-55 Town of Farragut Summary of PRI Results

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Dam/Levee Failure	Unlikely	Minor	Negligible	More than 24 hrs	Less than 1 week	1.2
Drought	Possible	Minor	Small	More than 24 hrs	More than 1 week	2.1
Earthquake	Possible	Minor	Moderate	Less than 6 hrs	Less than 6 hrs	2
Expansive Soils	Unlikely	Minor	Small	More than 24 hrs	More than 1 week	1.5
Extreme Temperature	Highly Likely	Limited	Large	More than 24 hrs	Less than 1 week	3
Flood	Likely	Limited	Large	6 to 12 hrs	Less than 1 week	2.9
Land Subsistence/Sinkhole	Likely	Limited	Small	Less than 6 hrs	Less than 6 hrs	2.1
Landslide	Likely	Limited	Moderate	Less than 6 hrs	Less than 6 hrs	2.7
Severe Storm (Thunderstorm Wind, Hail, Lightning)	Highly Likely	Limited	Large	6 to 12 hrs	Less than 6 hrs	3
Tornado	Likely	Limited	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Wildfire	Highly Likely	Minor	Negligible	Less than 6 hrs	Less than 6 hrs	2.2
Winter/Ice Storm	Highly Likely	Minor	Moderate	More than 24 hrs	Less than 1 week	2.5

The results from the PRI have been classified into three categories based on the assigned risk value which are summarized in Table 5-49:

- **High Risk** – Widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread.
- **Moderate Risk** – Moderate potential impact. This ranking carries a moderate threat level to the general population and/or built environment. Here the potential damage is more isolated and less costly than a more widespread disaster.
- **Low Risk** – Minimal potential impact. The occurrence and potential cost of damage to life and property is minimal. This is not a priority hazard.

Table 5-56 Summary of Hazard Risk Classification, Knox County & City of Knoxville

High Risk (≥ 3.0)	Extreme Temperature Flood Severe Storm
Moderate Risk (2.2 – 2.9)	Land subsistence/sinkholes Landslides Tornado Wildfire Winter/Ice Storm
Low Risk (< 2.2)	Dam Failure Drought Earthquake Expansive Soils

Table 5-50 Summary of Hazard Risk Classification, Town of Farragut

High Risk (≥ 3.0)	Extreme Temperature Severe Storm
Moderate Risk (2.2 – 2.9)	Flood Landslides Tornado Wildfire Winter/Ice Storm
Low Risk (< 2.2)	Dam Failure Drought Earthquake Expansive Soils Land subsistence/sinkholes

6 CAPABILITY ASSESSMENT

This section discusses the capability of the Knox County planning area to implement hazard mitigation activities. It consists of the following subsections:

- 6.1 Overview
- 6.2 Capability Assessment Findings
- 6.3 Improving Local Capability

6.1 OVERVIEW

The purpose of conducting a capability assessment is to determine the ability of a local jurisdiction to implement a comprehensive mitigation strategy, and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs, or projects. As in any planning process, it is important to try to establish which goals, objectives, and actions are feasible, based on an understanding of the organizational capacity of those agencies or departments tasked with their implementation. A capability assessment helps to determine which mitigation actions are practical and likely to be implemented over time given a local government's planning and regulatory framework, level of administrative and technical support, amount of fiscal resources, and current political climate.

The capability assessment completed for the Knox County planning area serves as a critical planning step toward developing an effective mitigation strategy. Coupled with the risk assessment, the capability assessment helps identify and target effective goals, objectives, and mitigation actions that are realistically achievable under given local conditions.

To facilitate the inventory and analysis of local government capabilities within the planning area, individual meetings were held with HMPC members from each jurisdiction to review a variety of "capability indicators" such as existing local plans, policies, programs, or ordinances that contribute to and/or hinder the region's ability to implement hazard mitigation actions. Other indicators included information related to the region's fiscal, administrative, and technical capabilities, such as access to local budgetary and personnel resources for mitigation purposes, and existing education and outreach programs that can be used to promote mitigation.

In addition to requesting HMPC input, the planning team reexamined data from the 2018 plan and conducted a review of plans, policies, and ordinances in order to identify changes in capability over the past five years.

At a minimum, the capability assessment findings provide an extensive and consolidated inventory of existing local plans, ordinances, programs, and resources in place or under development. With this information, inferences can be made about the overall effect on hazard loss reduction in each community.

6.2 CAPABILITY ASSESSMENT FINDINGS

The findings of the capability assessment are summarized in this plan to provide insight into the relevant capacity of Knox County and its incorporated municipalities to implement hazard mitigation activities. Information is based upon input provided by community representatives on the HMPC as well as research conducted by the planning consultant.

6.2.1 PLANNING AND REGULATORY CAPABILITY

Planning and regulatory capability is based on the implementation of plans, ordinances, and programs that demonstrate a local jurisdiction's commitment to guiding and managing growth, development, and redevelopment in a responsible manner, while maintaining the general welfare of the community. It includes emergency response and mitigation planning, comprehensive land use planning, and transportation planning. Regulatory capability also includes the enforcement of zoning or subdivision ordinances and building codes that regulate how land is developed and structures are built, as well as protecting environmental, historic, and cultural resources in the community. Although some conflicts can arise, these planning initiatives generally present significant opportunities to integrate hazard mitigation principles and practices into the local decision-making process.

This assessment provides a general overview of the key planning and regulatory tools or programs in place or under development for the Knox County planning area. This information will help identify opportunities to address gaps, weaknesses, or conflicts with other initiatives and integrate the implementation of this plan with existing planning mechanisms where appropriate.

Table 6.3, at the end of this section, summarizes the communities' relevant local plans, ordinances, and programs already in place or under development A checkmark (✓) indicates that the given item is currently in place and being implemented. An asterisk (*) indicates that the given item is currently being developed for future implementation. A plus sign (+) indicates that a jurisdiction is covered for that item under a version implemented by Knox County. Each of these local plans, ordinances, and programs should be considered available mechanisms for incorporating the requirements of the Hazard Mitigation Plan.

Table 6.3 also summarizes the communities' other capabilities – administrative and technical capabilities and fiscal capabilities.

6.2.1.1 Plans and Ordinances

Hazard mitigation is widely recognized as one of the four primary phases of emergency management. Mitigation is interconnected with all other phases and is an essential component of effective preparedness, response, and recovery. Opportunities to reduce potential losses through mitigation practices are most often implemented before a disaster event, such as through the elevation of flood-prone structures or by regular enforcement of policies that regulate development. However, mitigation opportunities can also be identified during immediate preparedness or response activities, such as installing storm shutters in advance of a hurricane. Furthermore, incorporating mitigation during the long-term recovery and redevelopment process following a disaster event is what enables a community to become more resilient.

The implementation of hazard mitigation activities also often involves agencies and individuals beyond the emergency management profession. Stakeholders may include local planners, public works officials, economic development specialists, and others. In many instances, concurrent local planning efforts will help to achieve or complement hazard mitigation goals, even though they may not be designed as such.

The following list defines some of the different plans and ordinances available to Knox County and its incorporated jurisdictions to implement hazard mitigation.

HAZARD MITIGATION PLAN

A hazard mitigation plan is a community's blueprint for how it intends to reduce the impact of natural, and in some cases human-caused, hazards on people and the built environment. The essential elements of a hazard mitigation plan include a risk assessment, capability assessment, and mitigation strategy.

All participating jurisdictions in this multi-jurisdictional planning effort have previously been covered by the 2018 Knox County Hazard Mitigation Plan and continue to be covered under this update – making each community eligible for the associated hazard mitigation funding mechanisms.

COMPREHENSIVE/LAND USE PLAN

A comprehensive land use plan, or general plan, establishes the overall vision for what a community wants to be and serves as a guide for future governmental decision making. Typically, a comprehensive plan contains sections on demographic conditions, land use, transportation elements, and community facilities. Given the broad nature of the plan and its regulatory standing in many communities, the integration of hazard mitigation measures into the comprehensive plan can enhance the likelihood of achieving risk reduction goals, objectives, and actions. Regular updates of comprehensive plans are important for guiding the growth and development of a community. Knox County recently released a new comprehensive plan in 2024, "Knox County Comprehensive Land Use & Transportation Plan." The City of Knoxville still implements its 2003 comprehensive plan, "The Knoxville-Knox County General Plan 2033," and the Town of Farragut oversees its comprehensive plan, "Farragut 2025."

Several elements outlined in the comprehensive plan relate to hazard mitigation planning and foster resilience for the planning area. The Natural Resources and Community Facilities elements in particular include objectives and policies that support hazard mitigation planning. Below are a few of the relevant objective and policies:

- Encourage flexible, planned development zones to protect hillsides, woodlands, wildlife habitats, and stream corridors (Knoxville).
- Compliment natural landforms when grading and minimize grading on steep slopes and within floodways (Knoxville).
- Incorporate low-impact design techniques into new parks (Knox County).
- Consider regulations in the unified development ordinance according to or by guidance of the Hillside and Ridgetop Protection Plan (Knox County).
- To protect Farragut's open feel: development should avoid hazardous areas (sinkholes, steep slopes, floodplains).
- When possible, open areas should maintain view and allow trails (Farragut).

ZONING ORDINANCE

Zoning represents the primary means by which land use is controlled by local governments. Knox County, Knoxville, and Farragut maintain their own Code of Ordinances, which includes zoning code provisions used to protect the public health, safety, and welfare. A zoning ordinance is the mechanism through which zoning is typically implemented. Since zoning regulations enable municipal governments to limit the type and density of development, a zoning ordinance can serve as a powerful tool when applied in identified hazard areas.

Additionally, the City of Knoxville's Zoning Code includes the Hillside Protection Overlay passed in 2020. For a building to be constructed within the overlay area, the developer must comply with the city's process, and the property is subject to a slope analysis and site plan review, to minimize disturbance.

BUILDING CODES, PERMITTING, AND INSPECTIONS

Building codes regulate construction standards. In many communities, permits and inspections are required for new construction. Decisions regarding the adoption of building codes (that account for hazard risk), the type of permitting process required both before and after a disaster, and the enforcement of inspection protocols all affect the level of hazard risk faced by a community. All the jurisdictions have a building code in place based on the International Building Code. Knox County and the incorporated jurisdictions employ the 2018 International Building Code (IBC) and International Residential Code (IRC) among other codes.

CAPITAL IMPROVEMENTS PLAN

A capital improvements plan guides the scheduling of spending on public improvements. A capital improvements plan can serve as an important mechanism for guiding future development away from identified hazard areas. Limiting public spending in hazardous areas is one of the most effective long-term mitigation actions available to local governments. Capital improvement plans can also address problems within hazardous areas; for example, a jurisdiction might obligate money to address site-specific drainage related problems Knox County and the City of Knoxville (independently) maintain a capital improvement program that is updated every five years. The Town of Farragut develops a six-year Capital Investment Program.

EMERGENCY OPERATIONS PLAN

An emergency operations plan (EOP) outlines the responsibilities of different departments and how resources will be deployed during and following an emergency or disaster. Knox County maintains an emergency operations plan through the county Emergency Management Agency. The EOP plan includes the municipalities covered in this plan.

The Knoxville-Knox County Emergency Operations Plan describes the roles and responsibilities of local organizations in responding to a disaster. It identifies personnel, equipment, resources, and organizational relationships that are used to coordinate the response to community needs during and immediately after a major emergency. The Knoxville-Knox County Emergency Operations Plan is applicable to all hazards that may impact the community and engages the whole community in its approach to response.

STORMWATER MANAGEMENT PLAN

A stormwater management plan is designed to address flooding associated with stormwater runoff. The stormwater management plan is typically focused on design and construction measures that are intended to reduce the impact of more frequently occurring minor urban flooding. Knox County, the City of Knoxville, and the Town of Farragut have their own respective stormwater management plans.

6.2.1.2 Floodplain Management

Flooding represents the greatest natural hazard facing the nation, yet the tools available to reduce the impacts associated with flooding are among the most developed when compared to other hazard-specific mitigation techniques. In addition to approaches that cut across hazards such as education, outreach, and the training of local officials, the National Flood Insurance Program (NFIP) contains specific regulatory measures that enable government officials to determine where and how growth occurs relative to flood hazards. Participation in the NFIP is voluntary for local governments; however, program participation is strongly encouraged by FEMA as a first step for implementing and sustaining an effective hazard mitigation program. It is therefore used as part of this capability assessment as a key indicator for measuring local capability.

FLOODPLAIN PREVENTION ORDINANCE

In order for a county or municipality to participate in the NFIP, they must adopt a local flood damage prevention ordinance that requires jurisdictions to follow established minimum building standards in the floodplain. These standards require that all new buildings and substantial improvements to existing buildings be protected from damage by a 1-percent-annual-chance flood event, and that new development in the floodplain not exacerbate existing flood problems or increase damage to other properties.

Table 6.1 provides NFIP policy and claim information for each participating jurisdiction in the Knox County planning area.

Knox County and each of its jurisdictions participate in the NFIP and will continue to comply with all required provisions of the program. Floodplain management is managed through each jurisdiction's

Floodplain Management Program, zoning ordinances, and building code restrictions. The County and jurisdictions coordinate with TEMA and FEMA to maintain maps and regulations related to Special Flood Hazard Areas within their jurisdictional boundaries and, through a consistent monitoring process, will implement and improve their floodplain management program in a way that reduces the risk of flooding to people and property.

COMMUNITY RATING SYSTEM

An additional indicator of floodplain management capability is active participation in the Community Rating System (CRS). The CRS is an incentive-based program that encourages communities to undertake defined flood mitigation activities that go beyond the minimum requirements of the NFIP. Each of the CRS mitigation activities is assigned a point value. As a community earns points and reaches identified thresholds, they can apply for an improved CRS class. Class ratings, which range from 9 to 1 and increase on 500-point increments, are tied to flood insurance premium reductions. Every class improvement earns a 5 percent discount for NFIP policyholders, with a starting discount of 5 percent for Class 9 communities and a maximum possible discount of 45 percent for Class 1 communities.

Community participation in the CRS is voluntary. Any community that is in full compliance with the rules and regulations of the NFIP may apply to FEMA for a CRS classification better than class 10. The CRS application process has been greatly simplified over the past several years, based on community comments intended to make the CRS more user friendly, and extensive technical assistance available for communities who request it. Knox County has participated in the CRS since 2002 and is currently class 8, and the City of Knoxville has participated since 1992 and is currently a class 6. The Town of Farragut does not participate in CRS.

Table 6-1 NFIP Policy and Claim Information

Jurisdiction	NFIP Policies in Force	Insurance in Force	Written Premium in Force	Total Annual Payments
Farragut	59	$20,153,000	$51,199	$63,414
Knox County	568	$171,873,000	$505,665	$630,163
Knoxville	381	$111,599,000	$284,987	$367,313
Total	**1,008**	**$303,625,000**	**$841,851**	**$1,060,890**

Source: FEMA NFIP Policy Statistics via Floodsmart.gov, October 2024

ADDITIONAL POLICIES

The planning area now requires sellers to disclose drainage easement maintenance responsibility. The 2018 Knox County Hazard Mitigation Plan identified this as a high priority action. This requirement ensures that buyers are aware that they must maintain drainage easements, which improves the likelihood that drainage areas provide adequate drainage during hazardous events.

6.2.2 ADMINISTRATIVE AND TECHNICAL CAPABILITY

The ability of a local government to develop and implement mitigation projects, policies, and programs is directly tied to its ability to direct staff time and resources for that purpose. Administrative capability can be evaluated by determining how mitigation-related activities are assigned to local departments and if there are adequate personnel resources to complete these activities. The degree of intergovernmental coordination among departments will also affect administrative capability for the implementation and success of proposed mitigation activities.

Technical capability can generally be evaluated by assessing the level of knowledge and technical expertise of local government employees, such as personnel skilled in using geographic information systems (GIS) to analyze and assess community hazard vulnerability. An assessment of local capability to capture information on administrative and technical capability through the identification of available staff and personnel resources.

The County and its jurisdictions have several departments are key to carrying out actions that directly align with mitigation efforts and the hazards assessed in this plan. A few examples are listed below:

- Knoxville-Knox County Emergency Management Agency
- Knox County Engineering & Public Works Department
- Knox County Fire Prevention Bureau
- City of Knoxville Code Administration
- City of Knoxville Engineering Department
- Town of Farragut Engineering Department
- KGIS

Table 6.3 provides a summary of the local capabilities for all participating communities regarding relevant staff and personnel resources.

Note that in multiple instances, one individual staff member fills multiple roles listed below. In these cases, these individuals may be overburdened during emergency events, disaster recovery, or planning process updates. Certain communities might contract out services where there is no in-house capacity. Specific areas for improvement might include employing additional planners with specific understanding of natural hazards and land use practices to mitigate the impacts of hazards as well as expanding individual communities' GIS capabilities and databases to identify hazard prone areas and build community-specific, detailed risk and vulnerability assessments.

6.2.3 FISCAL CAPABILITY

The ability of a local government to implement mitigation actions is often dependent on the amount of money available. This may take the form of outside grant funding awards or locally based revenue and financing. The costs associated with mitigation policy and project implementation vary widely. In some cases, policies are tied primarily to staff time or administrative costs associated with the creation and monitoring of a given program. In other cases, direct expenses are linked to an actual project such as the acquisition of flood-prone houses, which can require a substantial commitment from local, state, and federal funding sources.

The information collected from jurisdictions was used to capture information on fiscal capability through the identification of locally available financial resources. Table 6.3 provides a summary of the results for the planning area with regard to relevant fiscal resources. Fiscal tools or resources that all jurisdictions could potentially use to help fund mitigation activities include the following:

- Community Development Block Grants (City of Knoxville and Knox County only)
- DHS and FEMA Grant Resources
- Capital improvements project funding
- Authority to levy taxes for specific purposes
- Incur debt through general obligation bonds
- Incur debt through special tax bonds

6.2.4 EDUCATION AND OUTREACH CAPABILITY

This type of local capability refers to education and outreach programs and methods already in place that could be used to implement mitigation activities and communicate hazard-related information. Examples include natural disaster or safety related school programs; participation in community programs such as Firewise or StormReady; and activities conducted as part of hazard awareness campaigns such as a Severe Weather Awareness Month. The following is a list of public outreach activities implemented in Knox County and its jurisdictions.

- **Fire Prevention Bureau** – protects the residents of Knox County through life safety inspections of existing structures and new construction, development of proactive and diverse public education programs, and maintaining an aggressive fire investigation program.
- **Knox County Stormwater** – offers community outreach programs such as Tennessee Smart Yards, Environmental Stewardship Program, and Adopt-A-Stream for the Knox County community.
- **Knox County Air Quality Management Department –** provides educational programs including Air Now, Spare the Air, Spare the Air, and Sunwise.
- **Knoxville Energy & Sustainability Task Force –** reflects the global effort to reduce excess energy consumption and standardize environmentally sustainable best practices and advises City Government in planning and implementing practical policies and programs.
- **Town of Farragut Stormwater Matters Program –** encourages a watershed-based partnership with the community & neighborhood jurisdictions and promotes citizens to make a difference with Adopt-A-Stream, Scoop the Poop, and internships for Farragut High School students.
- **CodeRED** – allows residents to register their phone numbers and receive notifications about local hazards and emergencies.

Although this is not an exhaustive list, Knox and incorporated jurisdictions have hazard and non-hazard related educational and outreach capacity. The communities can further capitalize on their existing capabilities, like school partnerships and non-profit agency relationships, and build new capability to educate the larger community on hazard risk and mitigation options.

6.2.5 POLITICAL CAPABILITY

One of the most difficult capabilities to evaluate involves the political will of a jurisdiction to enact meaningful policies and projects designed to reduce the impact of future hazard events. Hazard mitigation may not be a local priority, or it may conflict with or be seen as an impediment to other goals of the community, such as growth and economic development. Therefore, the local political climate must be considered in designing mitigation strategies, as it could be the most difficult hurdle to overcome in accomplishing their adoption and implementation.

The current and future political climate for supporting and advancing future hazard mitigation strategies is strong to moderate in Knox County, and most of the incorporated jurisdictions. There are several existing ordinances that address natural hazards or are related to hazard mitigation such as flood damage prevention, soil erosion and sediment control, stormwater management, zoning, and subdivision regulations.

Table 6.2 below summarizes the different government structures in each jurisdiction.

Table 6-2 Knox County Jurisdictional Government Structure

Jurisdiction	Government Structure
Farragut	Mayor and a 4-member Alderman

Jurisdiction	Government Structure
Knoxville	Mayor and 9-member City Council
Unincorporated Knox County	Mayor and 11-member County Commission

6.2.6 COMMUNITY CAPABILITY MATRIX

Table 6.3 summarizes the communities' relevant capabilities. The following key is established for each capability category:

Planning and Regulatory Capability: A checkmark (✓) indicates that the given item is currently in place and being implemented. A star (★) indicates that the given item is currently being developed or updated. A plus sign (+) indicates that a jurisdiction is covered for that item under a version implemented by Knox County.

Administrative and Technical Capability: A checkmark (✓) indicates the presence of a staff member(s) in that jurisdiction with the specified knowledge or skill, a plus sign (+) indicates a Knox County staff member or resource provides the specified knowledge, skill, or data for the jurisdiction.

Fiscal Capability: A checkmark (✓) indicates that the given fiscal resource has been previously used for hazard mitigation purposes. A star (★) indicates that the given fiscal resource is locally available for hazard mitigation purposes (including match funds for state and federal mitigation grant funds).

Based upon the results summarized in the table below, jurisdictions in Knox County have a range of planning and regulatory capability. Knox County and Clemson have significant planning capability, while Central, Liberty, and Easley have moderate planning capability. Norris and Six Mile have limited capacity and depend closely on County assistance for mitigation activities. All municipalities could improve by integrating mitigation into long-term planning initiatives, improving building code enforcement and requesting BCEGS ratings, preparing economic development plans that incorporate economic resilience and recovery strategies, developing staff resources and expertise in GIS, engineering, and grant writing, and expanding fiscal resources for mitigation funding.

Table 6-3 Community Capability Matrix

	Knox County	Knoxville	Farragut
Hazard Mitigation Plan	✓	+	+
Comprehensive Plan (including land use)	✓	✓	✓
Zoning Ordinance	✓	✓	✓
Subdivision Ordinance	✓	✓	✓
Floodplain Ordinance	✓	✓	✓
Erosion, Sedimentation, and Pollution Control ordinance/program	✓	✓	✓
Other Special Purpose Ordinance (stormwater, growth management, wildfire)	✓	✓	✓
Building Code	✓	✓	✓
Stormwater Management Program	✓	✓	✓
Site Plan Review Requirements	✓	✓	✓
Capital Improvements Plan	✓	✓	✓
Economic Development Plan	✓	✓	✓
Local Emergency Operations Plan	✓	+	+

	Knox County	Knoxville	Farragut
Climate Action Plan	✓	✓	✓
Flood Insurance Study or Other Engineering Study for Streams	✓	✓	✓
Other Special Plans	✓	✓	✓
Elevation Certificates	✓	✓	✓
Planner/Engineer with knowledge of land development/land management practices	✓	✓	✓
Engineer/Professional trained in construction practices related to buildings and/or infrastructure	✓	✓	✓
Planner/Engineer with an understanding of natural hazards	✓	✓	✓
Floodplain Manager	✓	✓	✓
Emergency Manager	✓	+	+
Personnel skilled in GIS	✓	✓	✓
Grant Writer	✓	✓	✓
Capital Improvement Programming	✓	✓	✓
Stormwater utility fees			
Development impact fees			
Withhold spending in hazard prone areas			

6.3 IMPROVING LOCAL CAPABILITY

As previously discussed, one of the reasons for conducting a capability assessment is to examine local capabilities to detect any existing gaps or weaknesses within ongoing government activities that could hinder proposed mitigation activities and possibly exacerbate community hazard vulnerability. The participating jurisdictions can use this capability assessment as part of the basis for new mitigation actions to expand on and improve existing capabilities.

While Knox County and its jurisdictions exhibit significant local capabilities, each has the capacity to strengthen these capabilities. Potential improvements could include:

- **Adopting 2021 IBC & IRC**. All jurisdictions currently use the 2018 IBC & IRC, and the 2021 IBC & IRC include additional safety measures that could enhance local capability.
- **Creating a new comprehensive plan (Knoxville).** The City of Knoxville and Knox County passed a joint comprehensive plan in 2003. In 2024, Knox County released a new comprehensive plan independently. However, Knoxville still implements the joint 20+ year old comprehensive plan, which is arguably outdated. A new Knoxville comprehensive plan could integrate mitigation actions.
- **Participating in CRS (Farragut).** Farragut is the only jurisdiction in the planning area that does not currently participate in CRS. Becoming a CRS community could enhance Farragut's flood mitigation measures and reduce flood insurance premiums.
- **Codifying Hillside Protection (Knox County).** In 2010, Knoxville and Knox County adopted the Knoxville-Knox County Hillside and Ridgetop Protection Plan. Knoxville implemented this plan through adoption of the Hillside Protection Overlay as part of their zoning code update in 2020, placing additional requirements on hillside development. Knox County has not codified the plan and doing so could help mitigate landslide risk in the planning area.

7 MITIGATION STRATEGY

Requirement §201.6(c)(3): [The plan shall include] a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

This section describes the mitigation strategy process and mitigation action plan for the Knox County Hazard Mitigation Plan. It describes how the participating jurisdictions met Step 6: Set Goals, Step 7: Review Possible Activities, and Step 8: Draft an Action Plan from the 10-step planning process. This section contains the following subsections:

- 7.1 Introduction
- 7.2 Goals and Objectives
- 7.3 Identification and Analysis of Mitigation Activities
- 7.4 Plan Update Requirement
- 7.5 Mitigation Action Plan

7.1 INTRODUCTION

Section 5 documents the hazards that threaten Knox County and the associated vulnerability of structures, infrastructure, and critical facilities. Section 6 summarizes the capabilities of the participating jurisdictions to implement mitigation projects. Based on this understanding of risks, vulnerabilities, and capability, Section 7 describes the process followed by the HMPC to identify feasible mitigation actions to reduce exposure, vulnerability, and overall risk.

The intent of the Mitigation Strategy is to provide Knox County with goals to serve as guiding principles for mitigation policy and project administration as well as an analysis of mitigation techniques available to meet those goals. It is designed to be comprehensive, strategic, and functional, in that it includes a thorough review of all possible mitigation alternatives, achieves multiple local objectives, is consistent with other long-term planning goals, and facilitates implementation of the identified actions.

The first step in designing the mitigation strategy is the identification of mitigation goals and objectives. Goals represent broad statements of intent and objectives provide measurable or concrete ways to achieve goals. Goals and objectives are realized through the implementation of specific mitigation actions.

The second step involves the identification and analysis of available mitigation alternatives that could achieve the identified goals and objectives. While an alternatives analysis was conducted by the HMPC in the development of this plan, continuous evaluation and consideration of alternatives is a process to be sustained through the implementation and maintenance of this plan. Alternative mitigation measures will continue to be considered as future capabilities change and opportunities arise.

The third and final step of the mitigation strategy is the selection and prioritization of mitigation actions for the participating jurisdictions. Selected actions are detailed in the Mitigation Action Plan.

7.2 GOALS AND OBJECTIVES

Requirement §201.6(c)(3)(i): [The mitigation strategy section shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

The intent of goal and objective setting is to guide the review of possible mitigation actions by defining intended outcomes and opportunities to achieve those outcomes. Goals are usually broad-based, long-term

policy type statements that represent global visions and help define the benefits that the plan is trying to achieve. Objectives are more specific and measurable ways that each goal can be achieved.

7.2.1 GOAL SELECTION

At the 2nd planning meeting, held on (09/10/2024), the HMPC reviewed and discussed the goals from the 2018 plan. The committee was asked to consider whether the goals were still relevant and appropriate and if any changes were needed to address new priorities in the County. Another key consideration in evaluating these goals was to ensure that the goals of the Hazard Mitigation Plan align with other community planning efforts such as comprehensive and land use plans. These documents are important guides for future growth within the community, so the HMPC should strive to achieve consistency in the plans' goals.

The existing goals and objectives from the 2018 plan are as follows:

1. Minimize, prevent, or reduce the vulnerability of the people, property, environment, and economy of Knox County, City of Knoxville, and Town of Farragut to the impacts of natural hazards.

2. Increase citizen awareness and preparedness by providing information describing all types of hazards, methods for preventing damage, and how to respond.

3. Strengthen protection of critical facilities and infrastructure from natural hazards to create a safer, more sustainable community.

The HMPC affirmed that goals remain relevant and appropriate to the County's continued priorities for mitigation and did not alter existing goals or add any additional goals. Therefore, the 2018 goals remain the guiding principles of hazard mitigation planning in Knox County.

7.3 IDENTIFICATION & ANALYSIS OF MITIGATION ALTERNATIVES

Requirement §201.6(c)(3)(ii): [The mitigation strategy section shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.

To develop a mitigation action plan, the HMPC began by evaluating ways to achieve the plan goals and objectives and opportunities to address risks, vulnerabilities, and problems identified through Section 5 Hazard Risk & Vulnerability Assessment. The HMPC considered a wide range of activities that could meet these criteria. Action alternatives were reviewed for each hazard and within each of the following mitigation categories, which are utilized as part of the CRS planning process but are also applicable to multi-hazard mitigation:

- Prevention
- Property Protection
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Information and Outreach

The HMPC was provided with examples of potential mitigation actions for each of the above categories and participating in a brainstorming discussion to develop additional action ideas. The HMPC was

instructed to consider both existing and future buildings when considering possible actions to mitigate risk and vulnerability of property. The HMPC also considered which incomplete actions from the previous plan should be carried forward in this action plan.

Details on the range of mitigation alternatives considered by the HMPC are provided in Appendix D.

7.3.1 PRIORITIZATION PROCESS

While a wide range of actions were considered during the brainstorming process, the HMPC sought to develop a concise mitigation action plan of carried forward and new mitigation actions most appropriate and feasible for the planning area. To accomplish this, the HMPC was provided with a set of criteria to assist in deciding why one action might be more important, more effective, or more likely to be implemented than another. These considerations for action prioritization, modified from the FEMA STAPLEE criteria. were as follows:

- **Socially Acceptable:** Is the action acceptable to the community? Does it have a greater impact on a certain segment of the population? Are the benefits fair? Does the action support underserved communities or socially vulnerable populations? Are the outcomes equitable?
- **Technically Feasible:** Is the action technically feasibly? Is it a long-term solution to the problem? Does it capitalize on existing planning mechanisms for implementation?
- **Administrative Resources:** Are there adequate staffing, funding and other capabilities to implement the project? Is there adequate additional capability to ensure ongoing maintenance?
- **Politically Supported:** Will there be adequate political and public support for the project? Does the project have a local champion to support implementation?
- **Legally Allowable:** Does the community have the legal authority to implement the action?
- **Economically Sound:** Can the action be funded locally? Will the action need to be funded by an outside entity, and has that funding been secured? How much will the project cost? Can the benefits be quantified, and do they outweigh the costs?
- **Environmentally Sound:** Does the action comply with environmental regulations? Does the action meet the community's environmental goals? Does the action impact land, water, endangered species, or other natural assets?

In accordance with the DMA requirements, an emphasis was placed on the importance of a benefit-cost analysis in determining action priority. While the criteria above helped the HMPC to evaluate the variety of benefits associated with each action, the HMPC also considered the benefit-cost analysis of actions in terms of:

- Ability of the action to address the problem;
- Contribution of the action to save life or property;
- Available technical and administrative resources for implementation; and
- Availability of funding and perceived cost-effectiveness.

These prioritization criteria were considered relevant to all identified hazard risks, vulnerabilities, and associated problems and were therefore applied uniformly in the evaluation and prioritization of all mitigation actions, regardless of the hazard and issue addressed.

The consideration of these criteria helped to prioritize and refine mitigation actions but did not constitute a full benefit-cost analysis. The cost-effectiveness of any mitigation alternative will be considered in greater detail by performing benefit-cost analyses when seeking FEMA mitigation grant funding for eligible actions associated with this plan.

Representatives for each jurisdiction assisted in the prioritization process by reviewing each action during community-level planning meetings. Based on this input and committee discussion, the HMPC ultimately

assigned a subjective rating of high, medium, or low priority to each mitigation action. The priority for each mitigation action is provided in the Mitigation Action Plan.

The HMPC also assigned a feasibility rating to each action to account for the findings of the capability assessment and the general understanding of the assigned lead agency's capacity to implement each action.

7.4 PLAN UPDATE REQUIREMENT

In keeping with FEMA requirements for plan updates, the HMPC evaluated mitigation actions identified in the previous plan to determine their current implementation status, including if an action was completed or, if not, whether it should be carried forward for future implementation or deleted from the mitigation action plan. The results of this evaluation are reflected in the updated mitigation action plan and in the summary of completed and deleted actions from the 2018 plan in Table 7.1. Note that the mitigation action plan in Section 7.5 presents only those actions currently being pursued for implementation, including new actions and actions carried forward from the 2018 plan.

Table 7-1 Completed and Deleted Actions from the 2018 Plan

Action Description	Jurisdictions	2024 Status	2023 Implementation Comments
Provide educational workshop and/or informational materials for the real estate industry including buyers, agents, and lenders.	Multi-jurisdictional	Completed	
Real estate disclosure to buyer of drainage easement maintenance responsibility. (Also, detention ponds, low impact development practices, etc.) Realtors Board, all governing agencies.	Multi-jurisdictional	Completed	
Develop outreach/public education program to address excessive heat, sheltering options, and information on reducing agricultural losses.	City of Knoxville	Completed	
Review potential for enhancement to existing warning system(s); identify methods for targeting vulnerable populations.	Multi-jurisdictional	Completed	
Develop sinkhole mapping using LiDAR.	Town of Farragut	Delete	This is an existing capability.
Create incentives to correct water utilities for drought.	Multi-jurisdictional	Delete	This action has been replaced with Action #22.
Encourage underground utilities for new development and as a retrofit for redevelopment.	Multi-jurisdictional	Delete	This is an established ongoing duty via jurisdictional ordinances that no longer requires a mitigation project to accomplish.
Develop outreach/public education program for defensible space for wildfire.	Town of Farragut	Delete	Combined with Action #3.
Research regulations and process to require storm saferoom construction in all new public buildings.	Multi-jurisdictional	Completed	
Research options to increase funding for home weatherization, with priority of vulnerable populations.	Multi-jurisdictional	Completed	
Maintain up-to-date building codes with transition to 2018 ICC Code Suite.	City of Knoxville	Completed	
Research potential to provide incentives for development outside of environmentally sensitive areas.	Multi-jurisdictional	Completed	
Enhance urban tree cover and promote greenspaces to improve stormwater management efforts and reduce urban heat island effects.	Town of Farragut	Completed	
First Creek Improvements - Install a high flow bench through a city park, between Glenwood and Graninger Ave. Make bridge improvements at Glenwood and Grainger Avenue to allow a higher capacity.	City of Knoxville	Completed	

7.5 MITIGATION ACTION PLAN

Requirement §201.6(c)(3)(iii): [The mitigation strategy section shall include an] action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated

7.5.1 OVERVIEW

This section provides the updated mitigation action plan, which was developed to present the HMPC's recommendations for how the participating communities can reduce the risk and vulnerability of people, property, critical facilities and infrastructure, and other local assets from future hazard impacts.

Each mitigation action recommended for implementation is listed in the table below along with detail on the applicable jurisdictions, the hazards addressed, the goal and objective addressed, the priority rating, the lead agency responsible for implementation, potential funding sources for the action, a projected implementation timeline, and the 2024 implementation status for actions that were carried forward from the 2018 plan.

7.5.2 MITIGATION ACTION PLAN

The mitigation actions proposed by each of the participating jurisdictions are listed in the mitigation action plan in Table 7.2 below.

Table 7-2 Mitigation Action Plan

Action ID #	Description	Goal Addressed	Hazard(s) Addressed	Priority	Jurisdictions	Lead Agency/ Department	Potential Funding Sources	Time frame	Mitigation Category	2024 Implementation Status
1	Amplify outreach/public education to encourage participation in Emergency Alert and Warning System.	2	All hazards	Medium	All	KEMA	Existing budget/manpower	Ongoing	Public Education	Carry forward
2	Create and/or update existing KEMA fact sheets for natural hazards to define hazard risks and suggest personal mitigation actions.	2	All hazards	Medium	All	KEMA	Existing budget/manpower	Ongoing	Public Education	Carry forward
3	Implement Firewise program in areas identified at risk and develop outreach program for defensible space for wildfire.	2	Wildfire	High	All	KEMA	Existing budget/manpower	Ongoing	Public Education	Carry forward
4	Pursue funding for back-up power generators for identified critical facilities and infrastructure.	3	All hazards	Medium	All	KEMA	Existing Budget; FEMA Hazard Mitigation Assistance (HMA) grant funding	Ongoing	Emergency Services	Carry forward
5	Develop MOU for sharing community resources, in addition existing emergency response resources and capabilities.	3	All hazards	High	All	KEMA	Existing budget/manpower	Within 1 to 3 years	Emergency Services	Carry forward
6	Review fuel supply and storage capabilities at critical facilities to ensure continuity of operations during a hazard event.	3	All hazards	Medium	All	KEMA	Existing budget/manpower	Within 1 to 3 years	Emergency Services	Carry forward
7	Secure funding for uninterruptible power supply battery-backup systems for traffic signals.	3	All hazards	Low	All	Engineering Department - Transportation	Existing budget; Department of Homeland Security (DHS) grant funding	Over 3 years	Emergency services	Carry forward
8	Implement and maintain the Knoxville-Knox County Excessive Heat Plan seeking partners to add/refine response options and incorporating public comment and participation.	1	Extreme temperature	Medium	All	KEMA	Existing budget/manpower	Ongoing	Prevention	Carry forward
9	Continue participation in the National Flood Insurance Program (NFIP).	1	Flood	Medium	All	Engineering - Floodplain Administrator	Existing budget/manpower	Ongoing	Prevention	Carry forward
10	Participate in the NIFP Community Rating System (CRS) users group, seeking continued improvement in CRS rating.	1	Flood	Medium	Knoxville, Knox County	Engineering - Floodplain Administrator	Existing budget/manpower	Ongoing	Prevention	Carry forward.
11	Review opportunities to regulate private maintenance of stormwater system conveyance and storage.	1	Flood	Medium	All	Engineering Department - Stormwater	Existing budget/manpower	Over 3 years	Prevention	Carry forward.
12	Research options to develop open space preservation policy, especially in streamside areas.	1	Flood, extreme temperature	Medium	All	Engineering Department- Stormwater	Existing budget/manpower	Over 3 years	Prevention	Carry forward
13	Research opportunities to implement more stringent requirements for low-impact development practices for new and redevelopment projects.	1	Flood	High	All	Engineering Department - Stormwater	Existing budget/manpower	Over 3 years	Prevention	Carry forward

Action ID #	Description	Goal Addressed	Hazard(s) Addressed	Priority	Jurisdictions	Lead Agency/ Department	Potential Funding Sources	Time frame	Mitigation Category	2024 Implementation Status
14	Develop prioritization strategy for performing watershed assessments.	1	Flood	Medium	All	Engineering Department - Stormwater	Existing budget/manpower	Within 1 to 3 years	Prevention	Carry forward. Note that the Town of Farragut recently hired a stormwater coordinator.
15	Replacement of undersized stormwater drainage pipes as identified through flash flooding events, local drainage complaints, and future watershed studies.	1	Flood	High	Farragut	Engineering	FEMA HMA grant funding, general fund	Over 3 years	Structural project	Carry forward
16	Research potential for including additional departments/disciplines in the development review process, such as stream determination, historic flooding, soil scientist, geologist/sinkhole review, and environmental review standards.	1	Flood	High	All	Engineering, Planning Commission	Existing budget/manpower	Over 3 years	Prevention	Carry forward
17	Research options for development BMPs to reduce urban heat island effect.	1	Extreme Temperature	High	All	Engineering, Planning Commission	Existing budget/manpower	Ongoing	Natural resource protection	Carry forward. Note that this action is in progress and BMPs are being revised.
18	Create a potential wetlands map.	1	Flood	Medium	All	KGIS	Existing budget/manpower	Over 3 years	Natural resource protection	Carry forward
19	Maintain stormwater infrastructure mapping in coordination with neighboring jurisdictions.	1	Flood	Medium	All	KGIS	Existing budget/manpower	Ongoing	Prevention	Carry forward
20	Expand the Environmental Stewardship Program (ESP).	1	Flood	Low	Knox County	Engineering	Existing budget/manpower	Over 3 years	Prevention	Carry forward
21	Prepare drought plan.	1	Drought	Low	All	Knoxville Utilities Board (KUB)	Existing budget/manpower	Over 3 years	Prevention	NEW
22	Research options for requiring and enforcing the recommendations of the Hillside and Ridgetop Protection Plan.	1	Landslide	High	Knox County	Planning Commission	Existing budget/manpower	Within 1 to 3 years	Prevention	Carry forward. Note that the City of Knoxville has completed this action and codified the plan into a Hillside Protection overlay as part of their zoning code.

Action ID #	Description	Goal Addressed	Hazard(s) Addressed	Priority	Jurisdictions	Lead Agency/ Department	Potential Funding Sources	Time frame	Mitigation Category	2024 Implementation Status
23	Increase powerline maintenance to reduce instances of falling trees on powerlines and poles.	3	Severe storms, tornadoes	Low	All	KUB	Existing budget/manpower	Ongoing	Property protection	Carry forward
24	Seek to identify and/or prioritize locations for community shelters for mobile home parks/manufactured housing. Secure funding for construction.	1	Tornadoes	Medium	All	Engineering Department	FEMA HMA grant funding, general fund	Over 3 years	Emergency servcices	Carry forward
25	Prioritize and secure funding for buyout of repetitive flood properties.	1	Flood	Low	All	Engineering Department	FEMA HMA grant funding, general fund	Over 3 years	Property protection	Carry forward
26	Secure funding for protection and/or relocation of flood-prone critical facilities.	3	Flood	Low	All	Engineering Department	FEMA HMA grant funding, general fund	Over 3 years	Property protection	Carry forward
27	Develop pro-active stormwater and/or public works maintenance program for stormwater infrastructure, including preventative culvert inspections and repair.	1	Flood	Medium	All	Engineering Department – Stormwater	Existing budget/manpower	Over 3 years	Property protection	Carry forward
28	Secure funding for roadway improvement projects that protect roadways from repetitive flooding.	3	Flood	Medium	All	Engineering Department – Transportation	FEMA HMA grant funding, general fund	Over 3 years	Property protection	Carry forward
29	Continue roadway ditch maintenance to reduce roadway flooding.	3	Flood	High	City of Knoxville	Engineering Department/Public Works	Existing budget/manpower	Ongoing	Property protection	Carry forward

8 PLAN IMPLEMENTATION & MAINTENANCE

This section outlines the process for adoption, implementation, monitoring, and maintenance of the plan. This section contains the following subsections:

- 8.1 Adoption
- 8.2 Implementation and Integration
- 8.3 Monitoring, Evaluation, and Maintenance
- 8.4 Continued Public Involvement

8.1 ADOPTION

Requirement §201.6(c)(5): [The plan shall include] documentation that the plan has been formally approved by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council).

The purpose of formally adopting this plan is to secure buy-in from all participating jurisdictions, raise awareness of the plan, and formalize the plan's implementation. The adoption of this plan completes Planning Step 9 of the 10-step planning process: Adopt the Plan, in accordance with the requirements of DMA 2000. Each participating jurisdiction will adopt the Hazard Mitigation Plan by passing a resolution. Copies of these adoption resolutions and FEMA's approval letter will be provided in Appendix A.

8.2 IMPLEMENTATION AND INTEGRATION

Requirement §201.6(c)(4): [The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning. This is Planning Step 10 of the 10-step planning process. This section provides an overview of the overall strategy for plan implementation and maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan. The section also discusses incorporating the plan into existing planning mechanisms and how to address continued public involvement.

RESPONSIBILITY FOR IMPLEMENTATION OF GOALS AND ACTIVITIES

Once adopted, the plan must be implemented to be effective. Each jurisdiction participating in this plan is responsible for plan implementation within their jurisdiction. Every identified action in the mitigation action plan is assigned to a specific lead individual, agency, or department, including elected officials, officials appointed to head County or City departments, local staff, and partner or stakeholder organizations. While this plan contains many worthwhile actions, each participating jurisdiction will need to work with the assigned lead departments and agencies to decide which action(s) to undertake first. The priority assigned to the actions in the planning process and funding availability will affect that decision. Low or no-cost actions are often the easiest way to demonstrate progress toward successful plan implementation. The assigned implementation timeline provides a guide for plan participants to gage whether they are making adequate progress toward timely completion.

During the quarterly reviews described in Section 8.3.2, the HMPC will assess progress on each of the goals and activities in the plan. At that time, recommendations may be made to modify implementation timelines, funding resources, and responsible entities. On a regular basis, the priority standing of various activities may also be changed. Some activities that are found not to be feasible may be deleted from the plan entirely and activities addressing problems unforeseen during plan development may be added.

Mitigation is most successful when it is integrated into the day-to-day functions and priorities of government. Implementation will be accomplished by adhering to the schedules identified for each action and through regular, thorough, and energetic efforts to network and highlight the multi-objective, win-win benefits of mitigation. This effort is achieved through the routine actions of monitoring agendas, attending meetings, and promoting a safe, sustainable community.

Simultaneous to these efforts, it is important to maintain a constant monitoring of funding opportunities that can be leveraged to implement some of the costlier recommended actions. This will include creating and maintaining a bank of ideas on how to meet local match or participation requirements. When funding does become available, the participating jurisdictions will be positioned to capitalize on the opportunity. Funding opportunities to be monitored include special pre- and post-disaster funds, state and federal earmarked funds, benefit assessments, and other grant programs, including those that can serve or support multi-objective applications.

INCORPORATION INTO EXISTING PLANNING MECHANISMS

The HMPC intends to support all participating municipalities in incorporating the findings and recommendations of this hazard mitigation plan into other plans, such as a comprehensive plan, capital improvements plan, or emergency operations plan. It will be the responsibility of the Knox County Emergency Management and local HMPC representatives to determine and pursue opportunities for integrating the requirements of this plan with other local planning documents. Knox County Emergency Management and HMPC representatives will provide a copy of this plan and ensure that the goals and strategies of new and updated local planning documents for their jurisdictions or agencies are consistent with the goals and actions of the Hazard Mitigation Plan and will not contribute to increased hazard vulnerability in the planning area. Incorporating the hazard mitigation plan into existing planning mechanisms will build regulatory mitigation capability and can support the implementation of mitigation action plans.

In cases where the municipalities are participants in a county-wide planning process, Knox County Emergency Management will act on behalf of the municipalities in advising for plan incorporation and integration. Since the 2018 plan was adopted, each jurisdiction has worked to integrate the hazard mitigation plan into other planning mechanisms where applicable and feasible. Each jurisdictions' plan integration efforts and opportunities are summarized below.

Other opportunities to integrate the requirements of this plan into other local planning mechanisms shall continue to be identified through quarterly meetings of the HMPC and through the five-year review process described herein. Although it is recognized that there are many possible benefits to integrating components of this plan into other local planning mechanisms, the development and maintenance of this stand-alone Hazard Mitigation Plan is deemed by the HMPC to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

8.3 MONITORING, EVALUATION, AND MAINTENANCE

Plan maintenance implies an ongoing effort to monitor and evaluate plan implementation and to update the plan as progress, roadblocks, or changing circumstances are recognized.

8.3.1 ROLE OF HMPC IN IMPLEMENTATION, MONITORING AND MAINTENANCE

With adoption of this plan, each jurisdiction, in coordination with Knox County Emergency Management, will be responsible for the plan implementation and maintenance. As such, each jurisdiction agrees to continue its relationship with the HMPC and:

- Act as a forum for mitigation issues;
- Disseminate mitigation ideas and activities to all participants;
- Pursue the implementation of high-priority, low/no-cost recommended actions;
- Ensure mitigation remains a consideration for community decision makers;
- Maintain a vigilant monitoring of multi-objective cost-share opportunities to help the community implement the plan's recommended actions for which no current funding exists;
- Monitor and assist in implementation and update of this plan;
- Report on plan progress and recommended revisions to the local governing body; and
- Inform and solicit input from the public.

The HMPC's primary duty moving forward is to see the plan successfully carried out and report to each local governing body, Knox County Emergency Management, SCEMD, and the public on the status of plan implementation and mitigation opportunities. Other duties include reviewing and promoting mitigation proposals, considering stakeholder concerns about mitigation, passing concerns on to appropriate entities, and posting relevant information on local websites (and others as appropriate).

8.3.2 MAINTENANCE SCHEDULE

Knox County Emergency Management is responsible for initiating plan reviews. To monitor progress and evaluate the mitigation strategies identified in the action plan in between plan updates, the Emergency Management Director will reconvene the HMPC to review this plan quarterly and following a hazard event.

CRITERIA FOR QUARTERLY REVIEWS

To ensure regular monitoring and provide adequate information to support the five-year update evaluation process discussed above, the HMPC will convene for quarterly reviews. During these reviews, the HMPC will discuss each action item identified in the plan, describe any progress toward implementation, and recommend any changes as appropriate. These

Additionally, the HMPC will monitor changes to exposure, vulnerability, and risk, which may support the HMPC in evaluating mitigation action outcomes and identifying necessary changes for inclusion in the five-year update.

MAINTENANCE EVALUATION PROCESS

The criteria recommended in 44 CFR 201 and 206 will be utilized in reviewing and updating the plan. Evaluation of progress can be achieved by monitoring changes in vulnerabilities identified in the plan, including:

- Decreased vulnerability as a result of implementing recommended actions;
- Increased vulnerability as a result of failed or ineffective mitigation actions; and/or
- Increased vulnerability as a result of new development (and/or further annexation).

Updates to this plan will:

- Consider the appropriateness of the goals for addressing current and expected conditions;
- Consider changes in vulnerability due to action implementation;
- Document success stories where mitigation efforts have proven effective;
- Document areas where mitigation actions were not effective;
- Document any new hazards that may arise or were previously overlooked;
- Incorporate new data or studies on hazards and risks;
- Incorporate new capabilities or changes in capabilities;
- Incorporate growth and development-related changes to infrastructure inventories; and
- Incorporate new action recommendations or changes in action prioritization.

To best evaluate any changes in vulnerability as a result of plan implementation, the HMPC will follow this process:

- The HMPC representatives from each jurisdiction will be responsible for tracking and reporting on their mitigation actions. Jurisdictional representatives should provide input on whether the action as implemented met the defined objectives and/or is likely to reduce vulnerabilities.
- If the action does not meet identified objectives, the jurisdictional representatives will determine what additional measures may be implemented and modify the plan accordingly.
- All monitoring and implementation information will be reported to the full HMPC, led by Knox County Emergency Management, during quarterly meetings. An annual plan maintenance report may be drafted as deemed necessary.

Members of the HMPC and personnel from Emergency Management will continue to serve on committees and planning teams for the county in order to ensure the hazard mitigation plan is considered during all relevant county planning activities and incorporated whenever feasible.

FIVE-YEAR UPDATE

In keeping with the requirements of DMA 2000, Knox County Emergency Management will submit a five-year written update to SCEMD and FEMA Region 4, unless disaster or other circumstances require a change to this schedule. With this plan update anticipated to be fully approved and adopted in 2023, the next plan update for Knox County will be completed in 2028.

During the five-year plan update process, changes will be made to the plan based on findings during quarterly reviews to accommodate for actions that have failed or are not considered feasible after a review of their consistency with established criteria, time frame, community priorities, and/or funding resources. Actions for which implementation has not yet been pursued will also be reviewed during the monitoring and update of this plan to determine feasibility of future implementation. Risk and vulnerability will also be re-evaluated based on current and expected future conditions.

Updating of the plan will be by written changes and submission to SCEMD and FEMA Region 4, as is appropriate and necessary, and as approved by local governing bodies. In keeping with the five-year update process, the HMPC or similar committee will convene public meetings to solicit public input on the plan and its routine maintenance and the final product will be adopted by local governing bodies.

8.4 CONTINUED PUBLIC INVOLVEMENT

Requirement §201.6(c)(4)(iii): [The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.

Public participation is an integral component to the mitigation planning process and will continue to be essential to the overall success of the plan as it evolves and is implemented. The annual review process will provide an opportunity to solicit participation from new and existing stakeholders, publicize success stories from the plan implementation, and seek additional public comment.

In between annual reviews, other efforts to involve the public in the maintenance, evaluation, and revision process will also be made. HMPC meetings will be advertised on the Knox County website and in municipal office buildings. HMPC membership will continue to include willing local citizen and stakeholder volunteers. Continued public and stakeholder involvement and input will also be sought through invitation to designated committee meetings, website postings, and press releases to local media, similar to the process used in the development of this plan. A copy of the plan will be kept on the Knox County website to ensure public accessibility.

When the HMPC reconvenes for the five-year update, they will coordinate with all stakeholders participating in the planning process—including those that joined the committee since the planning process began—to update and revise the plan. In reconvening, the HMPC will be responsible for coordinating the activities necessary to involve the greater public, including disseminating information through a variety of media channels detailing the plan update process. As part of this effort, public meetings will be held and public comments will be solicited on the plan update draft.

APPENDIX A: PLAN ADOPTION

Each jurisdiction will adopt the plan upon receipt of FEMA's "Approval Pending Adoption" notification.

APPENDIX B: LOCAL MITIGATION PLAN REVIEW TOOL

Cover Page

The Local Mitigation Plan Review Tool (PRT) demonstrates how the local mitigation plan meets the regulation in 44 CFR § 201.6 and offers states and FEMA Mitigation Planners an opportunity to provide feedback to the local governments, including special districts.

Plan Information	
Jurisdiction(s)	Knox County, City of Knoxville, Town of Farragut
Title of Plan	Knox County, TN Multi-Jurisdictional Hazard Mitigation Plan
New Plan or Update	Update
Single- or Multi-Jurisdiction	Multi-jurisdiction
Date of Plan	Click or tap to enter a date.
Local Point of Contact	
Title	*Eddy Roberts, CFM* Floodplain Manager
Agency	Knox County Engineering & Public Works
Address	205 West Baxter Avenue Knoxville, TN 37917
Phone Number	865.215.5234
Email	eddy.roberts@knoxcounty.org

Additional Point of Contact	
Title	Cindy Popplewell
Agency	WSP
Address	216 Centerview Drive, Brentwood, TN 37027
Phone Number	615-333-0630
Email	cindy.popplewell@wsp.com

Review Information	
State Review	
State Reviewer(s) and Title	Click or tap here to enter text.
State Review Date	Click or tap to enter a date.
FEMA Review	
FEMA Reviewer(s) and Title	Click or tap here to enter text.
Date Received in FEMA Region	Click or tap to enter a date.
Plan Not Approved	Click or tap to enter a date.
Plan Approvable Pending Adoption	Click or tap to enter a date.
Plan Approved	Click or tap to enter a date.

Plan Review Checklist

Element A: Planning Process

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
A1. Does the plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement 44 CFR § 201.6(c)(1))		
A1-a. Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan's development, as well as who was involved?	Section 2	Choose an item.
A1-b. Does the plan list the jurisdiction(s) participating in the plan that seek approval, and describe how they participated in the planning process?	Section 1.3; Section 2.3	Choose an item.
A2. Does the plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development as well as businesses, academia, and other private and non-profit interests to be involved in the planning process? (Requirement 44 CFR § 201.6(b)(2))		
A2-a. Does the plan identify all stakeholders involved or given an opportunity to be involved in the planning process, and how each stakeholder was presented with this opportunity?	Section 2.3; Section 2.5; Appendix C, "Stakeholder List" subheading	Choose an item.
A3. Does the plan document how the public was involved in the planning process during the drafting stage and prior to plan approval? (Requirement 44 CFR § 201.6(b)(1))		
A3-a. Does the plan document how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan?	Section 2.4; Appendix C	Choose an item.
A4. Does the plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement 44 CFR § 201.6(b)(3))		
A4-a. Does the plan document what existing plans, studies, reports and technical information were reviewed for the development of the plan, as well as how they were incorporated into the document?	Section 2.2.1	Choose an item.

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
Element A Required Revisions		
Required Revision: Click or tap here to enter text.		

Element B: Risk Assessment

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1. Does the plan include a description of the type, location, and extent of all natural hazards that can affect the jurisdiction? Does the plan also include information on previous occurrences of hazard events and on the probability of future hazard events? (Requirement 44 CFR § 201.6(c)(2)(i))		
B1-a. Does the plan describe all natural hazards that can affect the jurisdiction(s) in the planning area, and does it provide the rationale if omitting any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area?	Section 4	Choose an item.
B1-b. Does the plan include information on the location of each identified hazard?	Sections 5.4-5.15, "Location" subheadings	Choose an item.
B1-c. Does the plan describe the extent for each identified hazard?	Sections 5.4-5.15, "Extent" subheadings	Choose an item.
B1-d. Does the plan include the history of previous hazard events for each identified hazard?	Sections 5.4-5.15, "Historical Occurrences" subheadings	Choose an item.
B1-e. Does the plan include the probability of future events for each identified hazard? Does the plan describe the effects of future conditions, including climate change (e.g., long-term weather patterns, average temperature and sea levels), on the type, location and range of anticipated intensities of identified hazards?	Sections 5.4-5.15, "Probability of Future Occurrence" subheadings	Choose an item.

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1-f. For participating jurisdictions in a multi-jurisdictional plan, does the plan describe any hazards that are unique to and/or vary from those affecting the overall planning area?	Sections 5.4-5.15, "Hazard Summary by Jurisdiction" subheadings	Choose an item.
B2. Does the plan include a summary of the jurisdiction's vulnerability and the impacts on the community from the identified hazards? Does this summary also address NFIP-insured structures that have been repetitively damaged by floods? (Requirement 44 CFR § 201.6(c)(2)(ii))		
B2-a. Does the plan provide an overall summary of each jurisdiction's vulnerability to the identified hazards?	Section 5.3; Sections 5.4-5.15, "Vulnerability Assessment" subheadings	Choose an item.
B2-b. For each participating jurisdiction, does the plan describe the potential impacts of each of the identified hazards on each participating jurisdiction?	Section 5.4-5.15, "Vulnerability Assessment" subheadings	Choose an item.
B2-c. Does the plan address NFIP-insured structures within each jurisdiction that have been repetitively damaged by floods?	Section 5.9, 'Repetitive Loss Properties by Jurisdiction'	Choose an item.
Element B Required Revisions		
Required Revision**:** Click or tap here to enter text.		

Element C: Mitigation Strategy

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
C1. Does the plan document each participant's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement 44 CFR § 201.6(c)(3))		
C1-a. Does the plan describe how the existing capabilities of each participant are available to support the mitigation strategy? Does this include a discussion of the existing building codes and land use and development ordinances or regulations?	Section 6	Choose an item.
C1-b. Does the plan describe each participant's ability to expand and improve the identified capabilities to achieve mitigation?	Section 6	Choose an item.
C2. Does the plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C2-a. Does the plan contain a narrative description or a table/list of their participation activities?	Section 6.2.1.2	Choose an item.
C3. Does the plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement 44 CFR § 201.6(c)(3)(i))		
C3-a. Does the plan include goals to reduce the risk from the hazards identified in the plan?	Section 7.2	Choose an item.
C4. Does the plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C4-a. Does the plan include an analysis of a comprehensive range of actions/projects that each jurisdiction considered to reduce the impacts of hazards identified in the risk assessment?	Section 7.3; Appendix D	Choose an item.
C4-b. Does the plan include one or more action(s) per jurisdiction for each of the hazards as identified within the plan's risk assessment?	Section 7.5	Choose an item.

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
C5. Does the plan contain an action plan that describes how the actions identified will be prioritized (including a cost-benefit review), implemented, and administered by each jurisdiction? (Requirement 44 CFR § 201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))		
C5-a. Does the plan describe the criteria used for prioritizing actions?	Section 7.3.1	Choose an item.
C5-b. Does the plan provide the position, office, department or agency responsible for implementing/administrating the identified mitigation actions, as well as potential funding sources and expected time frame?	Section 7.3.1	Choose an item.
Element C Required Revisions		
Required Revision: Click or tap here to enter text.		

Element D: Plan Maintenance

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D1. Is there discussion of how each community will continue public participation in the plan maintenance process? (Requirement 44 CFR § 201.6(c)(4)(iii))		
D1-a. Does the plan describe how communities will continue to seek future public participation after the plan has been approved?	Section 8.4	Choose an item.
D2. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a five-year cycle)? (Requirement 44 CFR § 201.6(c)(4)(i))		
D2-a. Does the plan describe the process that will be followed to track the progress/status of the mitigation actions identified within the Mitigation Strategy, along with when this process will occur and who will be responsible for the process?	Section 8.2; Section 8.3	Choose an item.

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D2-b. Does the plan describe the process that will be followed to evaluate the plan for effectiveness? This process must identify the criteria that will be used to evaluate the information in the plan, along with when this process will occur and who will be responsible.	Section 8.3	Choose an item.
D2-c. Does the plan describe the process that will be followed to update the plan, along with when this process will occur and who will be responsible for the process?	Section 8.3	Choose an item.
D3. Does the plan describe a process by which each community will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement 44 CFR § 201.6(c)(4)(ii))		
D3-a. Does the plan describe the process the community will follow to integrate the ideas, information and strategy of the mitigation plan into other planning mechanisms?	Section 8.2	Choose an item.
D3-b. Does the plan identify the planning mechanisms for each plan participant into which the ideas, information and strategy from the mitigation plan may be integrated?	Section 8.2	Choose an item.
D3-c. For multi-jurisdictional plans, does the plan describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms?	Section 8.2	Choose an item.
Element D Required Revisions		
Required Revision**:** Click or tap here to enter text.		

Element E: Plan Update

Element E Requirements	Location in Plan (section and/or page number)	Met / Not Met
E1. Was the plan revised to reflect changes in development? (Requirement 44 CFR § 201.6(d)(3))		
E1-a. Does the plan describe the changes in development that have occurred in hazard-prone areas that have increased or decreased each community's vulnerability since the previous plan was approved?	Sections 5.4-5.15, "Changes in Development" subheadings	Choose an item.
E2. Was the plan revised to reflect changes in priorities and progress in local mitigation efforts? (Requirement 44 CFR § 201.6(d)(3))		
E2-a. Does the plan describe how it was revised due to changes in community priorities?	Section 1.6; Section 7	Choose an item.
E2-b. Does the plan include a status update for all mitigation actions identified in the previous mitigation plan?	Section 7.4	Choose an item.
E2-c. Does the plan describe how jurisdictions integrated the mitigation plan, when appropriate, into other planning mechanisms?	Section 8.2	Choose an item.
Element E Required Revisions		
Required Revision: Click or tap here to enter text.		

Element F: Plan Adoption

Element F Requirements	Location in Plan (section and/or page number)	Met / Not Met
F1. For single-jurisdictional plans, has the governing body of the jurisdiction formally adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		
F1-a. Does the participant include documentation of adoption?	Appendix A	Choose an item.

Element F Requirements	Location in Plan (section and/or page number)	Met / Not Met
F2. For multi-jurisdictional plans, has the governing body of each jurisdiction officially adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		
F2-a. Did each participant adopt the plan and provide documentation of that adoption?	Appendix A	Choose an item.
Element F Required Revisions		
Required Revision: Click or tap here to enter text.		

APPENDIX C: PLANNING PROCESS DOCUMENTATION

PLANNING STEP 1: ORGANIZE RESOURCES

HMPC MEETING DATES, SIGN-IN SHEETS, TOPICS, AND LOCATIONS

Meeting Title	Meeting Topic	Meeting Date	Meeting Location
HMPC Mtg. #1 – Project Kickoff	1) Introduction to DMA and CRS requirements and the planning process 2) Trends in disasters and justification for planning 3) Review of HMPC responsibilities and the project schedule. 4) Preliminary hazard identification	September 14, 2023 1:00 p.m.	City County Building – Room 461
Risk Assessment and Mitigation Strategy	1) Project Overview and Planning Requirements 2) Hazard Identification and Risk Assessment (HIRA) and New Mitigation Action Items 3) Next Steps	September 10, 2024	Virtual Webinar

Meeting Sign-In Sheet

Knox County, City of Knoxville, Town of Farragut Multi-Jurisdictional Hazard Mitigation Plan Meeting

September 14, 2023, Knoxville City-County Building Room 461, 400 W Main St., Knoxville, TN 37902

NAME	AFFILIATION	PHONE	EMAIL
John Staser	Knox County Solid Security	(865) 594-3624	john.staser@knoxcounty.org
Holley Marlowe	Town of Farragut	(865) 966 7057	hmarlowe@townoffarragut.org
David Hixenbaugh	Knoxville Utilities Board	865-558-2823	david.hixenbaugh@kub.org
Randy Smith	Knox Co R.m.	865-705-3649	Randall.Smith@knoxcounty.org
David McGinley	COK	865-215-2072	DMcGinley@KnoxTN.gov
Rachel Butler	COK	865-215-6015	rbutzler@knoxvilletn.gov
Sean Keith	KGIS		skeith@kgis.org
Drew Thurman	Knox Co EPW	865-215-5821	drew.thurman@knoxcounty.org
Colin Ickes	Knox EMA	865-215-1166	cickes@knoxville.gov
Patrick Kantovich	COK	865-215-2890	pkantovich@knoxvilletn.gov
Kevin DeBoer	COK HND	865-215-2865	KDeBoer@KNOXvilleTN.gov
Joshua Frerichs	COK	865-215-2798	jfrerichs@knoxvilletn.gov
LISA HATFIELD	COK	215-2050	LHATFIELD@KnoxvilleTN.gov

Meeting Sign-In Sheet

Knox County, City of Knoxville, Town of Farragut Multi-Jurisdictional Hazard Mitigation Plan Meeting

September 14, 2023, Knoxville City-County Building Room 461, 400 W Main St., Knoxville, TN 37902

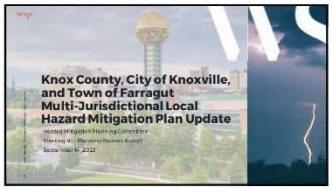
NAME	AFFILIATION	PHONE	EMAIL
Marcus Sheppard	KEMA	865 348 7555	msheppard@knoxvilletn.gov
Bart Hose	Farragut	865-966-7057	bhose@townoffarragut.org
Sammy Shaffer	Knoxville Police	865-755-5713	SSHAFFER@KNOXVILLETN.GOV
Greg Taylor	Knox County	" 215-2338	greg.taylor@knoxcounty.org

Meeting Sign-In Sheet

Knox County, City of Knoxville, Town of Farragut Multi-Jurisdictional Hazard Mitigation Plan Meeting

September 14, 2023, Knoxville City-County Building Room 461, 400 W Main St., Knoxville, TN 37902

NAME	AFFILIATION	PHONE	EMAIL
Eddy Roberts	Knox County	865-215-5234	eddy.roberts@knoxcounty.org
Taylor Fiament	Knox County	665 3617336	Taylor.Fiament@knoxcounty.org
Sarah Delozier	KEMA	865-371-7607	sdelozier@knoxvilletn.gov


Knox County, City of Knoxville, and Town of Farragut
Multi-Jurisdictional Local Hazard Mitigation Plan Update

1

Agenda

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Introductions
Welcome!
Opening Remarks

3

Introduction to Hazard Mitigation

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What Is Mitigation?

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What Is Mitigation Planning?

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Why Plan?

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Most Expensive Disaster Declarations

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Why Hazard Mitigation is a Priority

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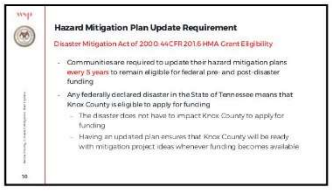

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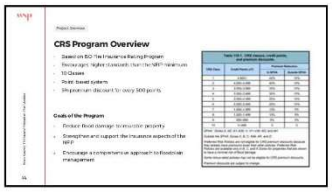

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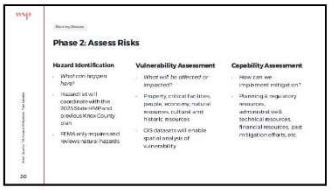

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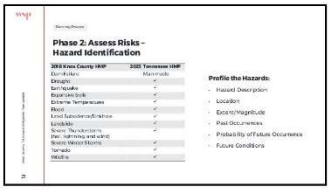

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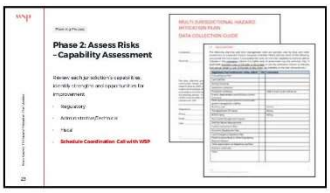

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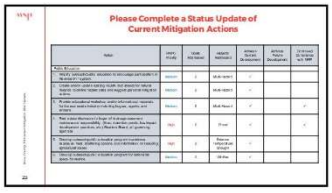

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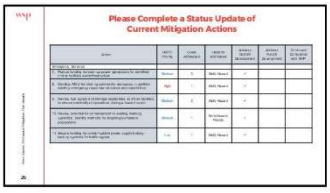

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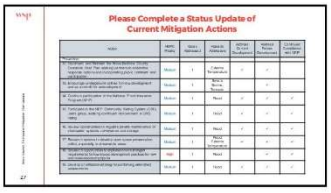

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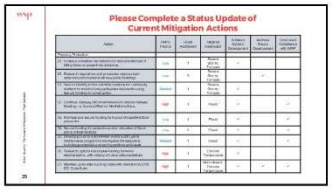

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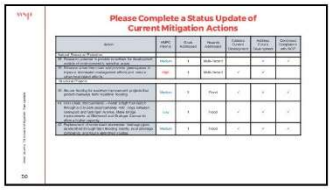

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Introductions

Cindy Popplewell, consultant from WSP, presented the meeting slides per the agenda shown below:

Overview of Hazard Mitigation Planning

Cindy Popplewell of WSP presented information on hazard mitigation, the requirements of hazard mitigation planning, and a timeline for the planning process. She explained the benefits of participating in the mitigation plan, including eligibility for federal hazard mitigation assistance. The powerpoint slide show that was used for informational purposes during the meeting is included as Attachment B.

Requirements of Hazard Mitigation Planning

WSP's approach to the Floodplain Management Planning process is structured around FEMA's Local Mitigation Planning Handbook (March 2013); FEMA's Local Mitigation Planning Policy Guide (April 2022); and the Community Rating System's (CRS) Floodplain Management Planning requirements (2017 and 2021 Addendum). See the reference table below. This approach will position Peoria County and participating jurisdictions to seek maximum credit under the CRS Program.

10-Step Mitigation Planning Process

FEMA Planning Elements	FEMA Local Mitigation Planning Handbook Tasks (44 CFR Part 201)	Community Rating System (CRS) Planning Steps (Activity 510)
Element A: Planning Process	**Task 1: Determine the Planning Area and Resources**	Step 1. Organize
	Task 2: Build the Planning Team 44 CFR 201.6(c)(1)	
	Task 3: Create an Outreach Strategy 44 CFR 201.6(b)(1)	Step 2. Involve the public
	Task 4: Review Community Capabilities 44 CFR 201.6(b)(2) & (3)	Step 3. Coordinate
Element B: Risk Assessment Element G: High Hazard Potential Dams	**Task 5: Conduct a Risk Assessment** 44 CFR 201.6(c)(2)(i) 44 CFR 201.6(c)(2)(ii) & (iii)	Step 4. Assess the hazard(s)
		Step 5. Assess the problem(s)
Element C:	**Task 6: Develop a Mitigation Strategy** 44 CFR 201.6(c)(3)(i);	Step 6. Set goals
		Step 7. Review possible activities

FEMA Planning Elements	FEMA Local Mitigation Planning Handbook Tasks (44 CFR Part 201)	Community Rating System (CRS) Planning Steps (Activity 510)
Mitigation Strategy	44 CFR 201.6(c)(3)(ii); and 44 CFR 201.6(c)(3)(iii)	Step 8. Draft an action plan
Element F: Plan Adoption	**Task 8: Review and Adopt the Plan**	Step 9. Adopt the plan
Element D: Plan Maintenance **Element E:** Plan Update	**Task 7: Keep the Plan Current**	Step 10. Implement, evaluate, revise
	Task 9: Create a Safe and Resilient Community 44 CFR 201.6(c)(4)	
Element H: Additional State Requirements		

Communication with the HMPC

Cindy described the role of the Hazard Mitigation Planning Committee (HMPC) during the planning process. Participation in the committee requires:

- Attending and participating in meetings,
- Providing available data requested,
- Reviewing and commenting on plan drafts,
- Advertising and assisting with the public input process, and
- Coordinating the formal adoption.

Attachment C provides an overview for HMPC members. It is anticipated that the HMPC will participate in three planning meetings. Communication between meetings will be handled primarily via email.

Planning for Public Involvement

Potential methods for involving the public in the planning process were discussed in a tiered format geared to inform, educate, and engage the public. Initial thoughts on disseminating public information about the hazard mitigation plan and planning process included posting informational flyers to the community websites and/or Tri-County Regional Planning Commission website, developing a questionnaire for public input, hosting public open house meetings and participating on the HMPC. A public outreach strategy is presented in Attachment D for review.

Risk Assessment and Capabilities Update

WSP will coordinate with Peoria County GIS staff to obtain GIS and mapping data for the risk assessment to include:

- Political boundaries
- Growth/land use maps
- Zoning data
- Parcel data
- Building footprints
- Critical facilities

Update to the Risk Assessment will include information on past occurrences, frequency/ likelihood of future occurrences, and changing future conditions. Attendees were provided a data collection guide presenting information on community technical, administrative, and fiscal resources. Attendees were asked to review the data collection guide. WSP staff will reach out directly to each jurisdiction to go collect pertinent information on capabilities. The data collection guide is included as Attachment E.

Mitigation Actions

Attendees were also provided a list of the current mitigation actions for each community. WSP staff will reach out directly to each jurisdiction to get an update on the status of all current mitigation actions (See Attachment F).

Next Steps

HMPC Members/Attendees

- Complete Data Collection Guides and/or participate in one-on-one call with WSP staff.
- Review current Mitigation Actions from previous mitigation plan and provide status update.
- Update websites with public outreach information

WSP

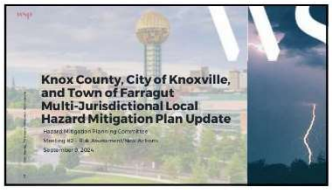
- Prepare Public Outreach Strategy for review – see Attachment D
- Prepare Public Information flyer and questionnaire online for public input
- Prepare outreach letters for Other Stakeholders
- Coordinate with GIS staffing for digital data/Risk Assessment
- Set meetings/calls with City/County Departments for Capability Assessment

Upcoming Meetings

Tentative meeting dates provided below. Meeting invitations will be sent via email to HMPC members.

- January – 18 or 25
  - Public Meeting – Virtual/In-Person Combination – 5:30pm
- February 15th, Wednesday
  - HMPC Meeting – Virtual – 1:30pm
- March 15th, Wednesday
  - HMPC Meeting – In Person – 1:30pm
  - Public Meeting – Virtual/In-Person Combination – 5:30pm

2/20/2025



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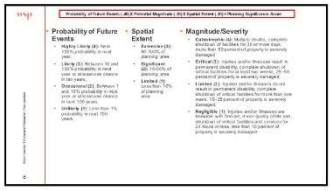

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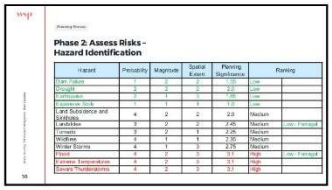

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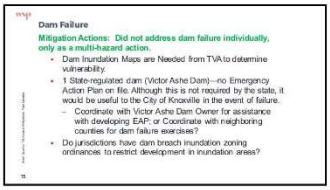

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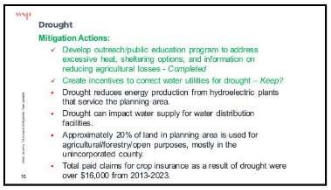

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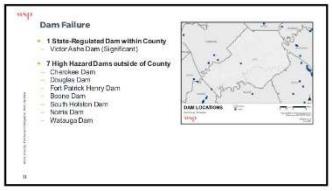

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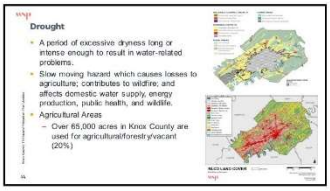

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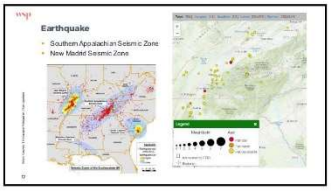

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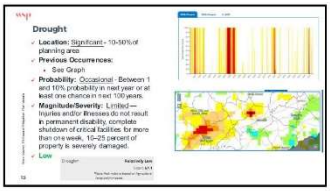

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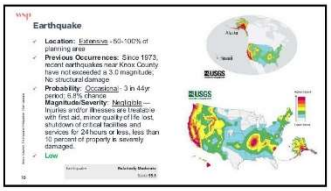

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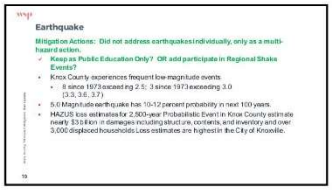

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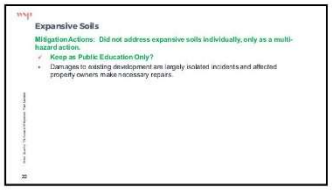

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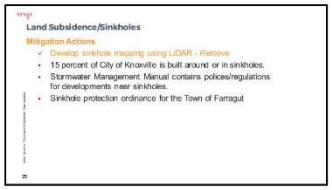

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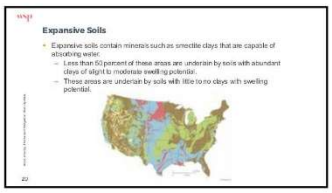

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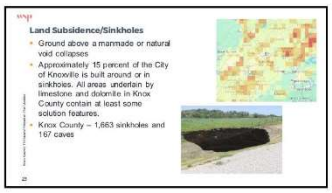

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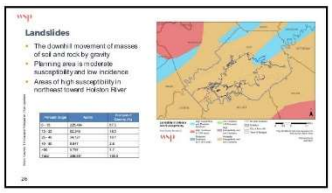

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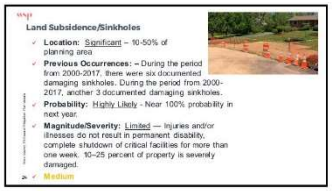

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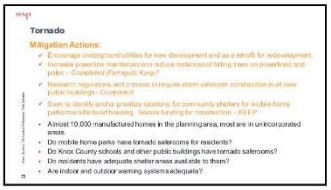

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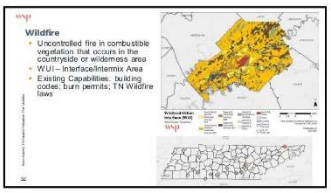

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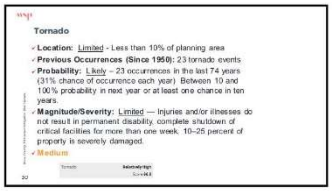

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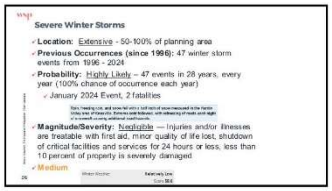

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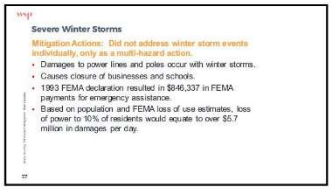

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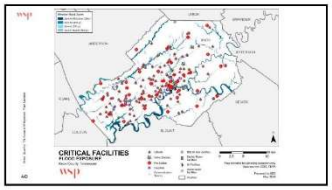

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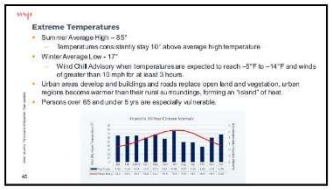

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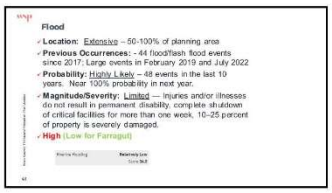

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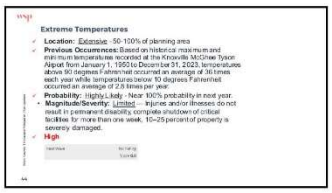

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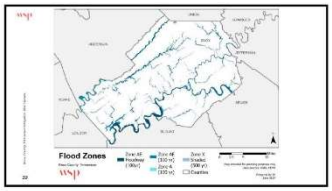

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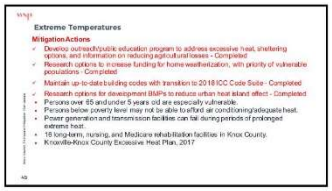

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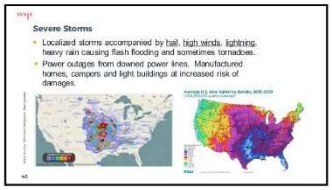

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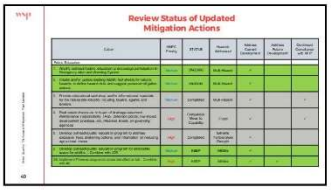

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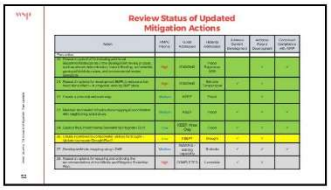

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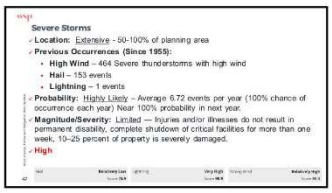

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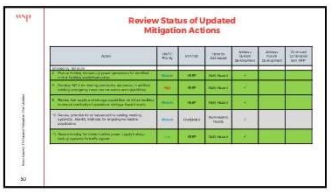

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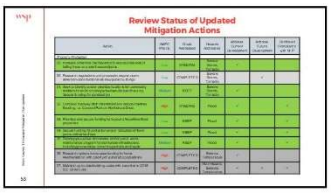

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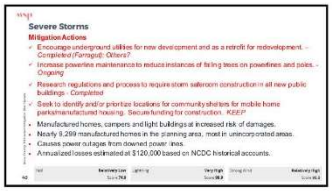

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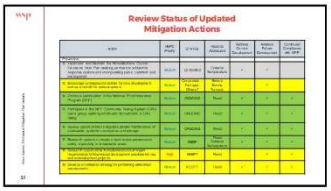

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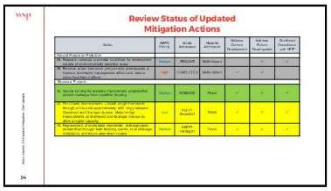

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Project
Schedule and
Next Steps

55

Planning Process Timeline and Milestones
September
October

56

Thank you

57

HMPC MEETING #2 – MEETING ATTENDEES (MICROSOFT TEAMS EXPORT)

1. Summary					
Meeting title	Knox County Local Hazard Mitigation Plan Update - RISK ASSESSMENT MEETING				
Attended participants	20				
Start time	9/10/24, 8:46:45 AM				
End time	9/10/24, 10:28:15 AM				
Meeting duration	1h 41m 30s				
Average attendance time	1h 25m 44s				
2. Participants					
Name	**First Join**	**Last Leave**	**In-Meeting Duration**	**Email**	**Participant ID (UPN)**
Popplewell, Cindy	9/10/24, 8:52:26 AM	9/10/24, 10:26:25 AM	1h 33m 58s	cindy.popplewell@wsp.com	cindy.popplewell@wsp.com
David McGinley	9/10/24, 8:52:43 AM	9/10/24, 10:26:18 AM	1h 33m 35s	dmcginley@knoxvilletn.gov	dmcginley_knoxvilletn.gov#EXT#@waterqualityforum.onmicrosoft.com
Sean Kitts	9/10/24, 8:53:28 AM	9/10/24, 10:26:22 AM	1h 32m 54s	skitts@kgis.org	skitts@kgis.org
Joshua D. Garner	9/10/24, 8:53:43 AM	9/10/24, 10:26:15 AM	1h 32m 31s	Joshua.D.Garner@tn.gov	DA04G09@tn.gov
Sarah DeLozier	9/10/24, 8:54:21 AM	9/10/24, 10:26:19 AM	1h 31m 58s	sdelozier@knoxvilletn.gov	SDelozier@knoxvilletn.gov
Hudson, Sharon	9/10/24, 8:54:22 AM	9/10/24, 10:26:18 AM	1h 31m 56s	sharon.hudson@redcross.org	sharon.hudson@redcross.org
Greg Taylor	9/10/24, 8:55:27 AM	9/10/24, 10:26:20 AM	1h 30m 52s	Greg.Taylor@knoxcounty.org	Greg.Taylor@knoxcounty.org
Chad Weth	9/10/24, 8:56:26 AM	9/10/24, 10:26:35 AM	1h 17m 33s	cweth@knoxvilletn.gov	cweth@knoxvilletn.gov
Michelle Falcetti	9/10/24, 8:57:15 AM	9/10/24, 10:26:19 AM	1h 29m 3s	Michelle.Falcetti@kub.org	Michelle.Falcetti@kub.org
Robert D. Taylor	9/10/24, 8:57:25 AM	9/10/24, 10:26:21 AM	1h 28m 56s	RDTaylor@knoxvilletn.gov	RDTaylor@knoxvilletn.gov
Colin Ickes	9/10/24, 8:57:37 AM	9/10/24, 10:26:20 AM	1h 28m 43s	cickes@knoxvilletn.gov	cickes@knoxvilletn.gov
Joshua Frerichs	9/10/24, 8:57:49 AM	9/10/24, 10:13:40 AM	1h 15m 51s	jfrerichs@knoxvilletn.gov	JFrerichs@knoxvilletn.gov
Randall Smith	9/10/24, 8:58:51 AM	9/10/24, 10:26:23 AM	1h 27m 32s	randall.smith@knoxcounty.org	randall.smith@knoxcounty.org
Taylor Flamont	9/10/24, 8:59:28 AM	9/10/24, 10:26:11 AM	1h 26m 43s	Taylor.Flamont@knoxcounty.org	Taylor.Flamont@knoxcounty.org
Randall Whitehead	9/10/24, 9:00:09 AM	9/10/24, 10:26:21 AM	1h 26m 11s	rwhitehead@knoxvilletn.gov	rwhitehead@knoxvilletn.gov
Rice, Kristin	9/10/24, 9:00:31 AM	9/10/24, 10:15:10 AM	1h 14m 38s	kristin.rice@redcross.org	kristin.rice@redcross.org
Michael Lamphere	9/10/24, 9:01:24 AM	9/10/24, 10:28:15 AM	1h 26m 51s	Michael.Lamphere@tn.gov	DA04L53@tn.gov
Todd Jones	9/10/24, 9:02:49 AM	9/10/24, 10:26:17 AM	1h 23m 28s	Todd.Jones@tn.gov	DA04J39@tn.gov
Eddy Roberts	9/10/24, 9:04:36 AM	9/10/24, 10:26:20 AM	1h 21m 43s	Eddy.Roberts@knoxcounty.org	eddy.roberts@knoxcounty.org
Bart Hose	9/10/24, 9:26:37 AM	9/10/24, 10:26:20 AM	59m 42s	bhose@townoffarragut.org	bhose@townoffarragut.org

INITIAL STAKEHOLDER LIST

Knox County	
Roberts, Eddy	Engineering; SW Mgmt
Ickes, Colin	EMA, Director
Suzanne Rimmer	EMA, Deputy Director
Greg Taylor	Codes Admin and Enforcement
Drew Thurman	Strategic Planning; debris mgmt. plan
Taylor Flamont	GIS***
Coby Webster	Transportation
Randy Smith	Director of Knox County Risk Management
Aaron Fritts	Operations Engineering Manager for Knox County
Lt. Tom Walker	Knox County Sheriff's Dept
Capt. Sammy Shaffer	Knoxville Police Dept
Rylie McClurg	Communications and Outreach Coordintor/Mayor's Office
City of Knoxville	
McGinley, David	Stormwater Engineering
Brian Blackmon	Sustainability
Hagerman, David	SW Engineering Quality/Quantity
Hatfield, Lisa	Law
Joshua Frerichs	Engineering
Kevin DuBose	Housing and Neighborhood Development
Weth, Chad	Public Works
Whitehead, Randall	
Rob Taylor	Engineering GIS
Town of Farragut	
Hose, Bart	Community Development
Holley Marlowe	
Trevor Hobbs	
Knox County Schools	
Chief Jason R. Periard	Chief of School Security Division
Stakeholders	
Sean Kitts	KGIS; GIS Analyst
Stump, Keith	KGIS; Executive Director
Hixenbaugh, David	KUB: Safety Coordinator

~~Mac McWhorter~~	~~Mac McWhorter – Knoxville Chamber of commerce~~
Patrice Collins	Knoxville Chamber of commerce
Doug Lawyer	Knoxville Chamber of commerce
Amy Brooks	MPC Knoxville-Knox County Planning
~~Sharon Hudson~~	~~American Red Cross; Exec Director; East TN~~
Kristin Rice	ARC Disaster Program Manager
Harnish, Jerry	Rural Metro Fire
Jeff Devlin	Rural Metro Fire, Asst. Chief
Knoefel, Erick	Rural Metro Fire
Roberts, Scott	Rural Metro Fire
Woods, Brian	Rural Metro Fire
Rev. Sam Brown	NAACP, Knoxville Branch President

eddy.roberts@knoxcounty.org	
cickes@knoxvilletn.gov	
srimmer@knoxvilletn.gov	
greg.taylor@knoxcounty.org	
drew.thurman@knoxcounty.org	
taylor.flamont@knoxcounty.org	
coby.webster@knoxcounty.org	
randall.smith@knoxcounty.org	
aaron.fritts@knoxcounty.org	
tom.walker@knoxsheriff.org	
sshaffer@knoxvilletn.gov	
rylie.mcclurg@knoxcounty.org	
dmcginley@knoxvilletn.gov	
bblackmon@knoxvilletn.gov	
dhagerman@knoxvilletn.gov	
LHatfield@knoxvilletn.gov	
jfrerichs@knoxvilletn.gov	
kdubose@knoxvilletn.gov	
cweth@knoxvilletn.gov	
rwhitehead@knoxvilletn.gov	
RDTaylor@Knoxvilletn.gov	
bhose@townoffarragut.org	
hmarlowe@townoffarragut.org	
thobbs@townoffarragut.org	
jason.periard@knoxschools.org	
skitts@kgis.org	Added
kstump@kgis.org	
David.Hixenbaugh@kub.org	

PLANNING STEP 2: INVOLVE THE PUBLIC MEETING DATES, TOPICS, AND LOCATIONS

Meeting Title	Meeting Topic	Meeting Date	Meeting Location
Public Meeting	1) Introduction to DMA and CRS requirements and the planning process 2) Trends in disasters and justification for planning 3) Review of HMPC responsibilities and the project schedule	November 15, 2023	Virtual Webinar
Public Input on Mitigation Actions	Mitigation Actions were available to the public in a survey format to comment/prioritize.	December 9, 2024	Online Survey

COMMUNITY MEETINGS

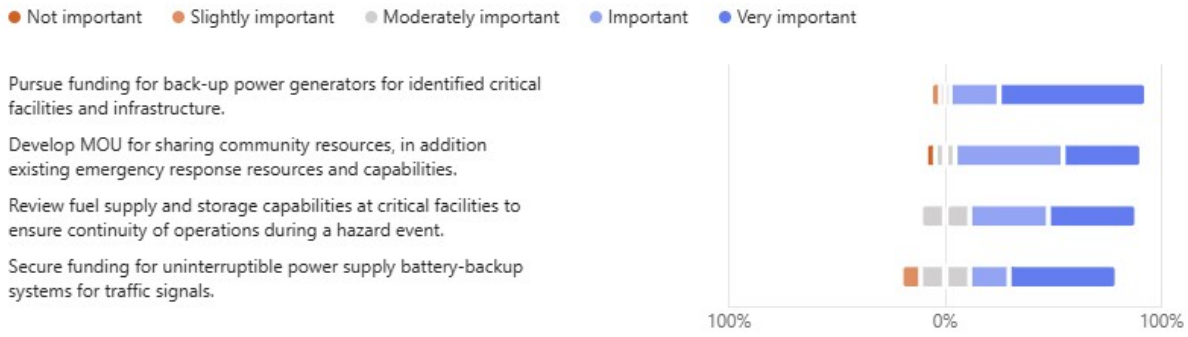
Meetings were held with representatives of each participating jurisdiction to coordinate with staff outside of the HMPC membership and gather key inputs on changes in the community, changes in local capabilities, progress toward mitigation action implementation, local stakeholders to coordinate with, and other information. Minutes from each of these meetings are provided below

SURVEY RESULTS

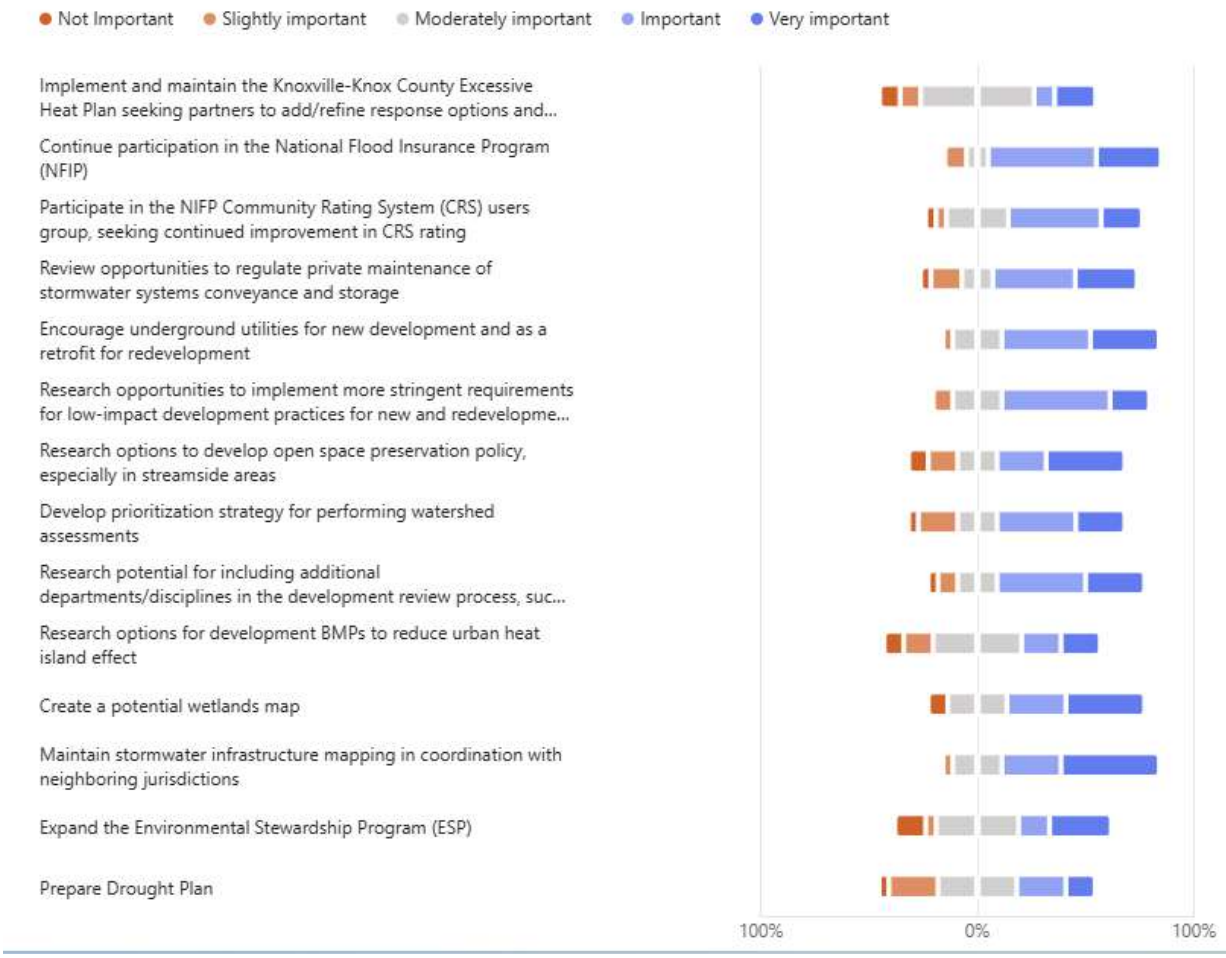
A public survey was made available in (12/09/2024) and remained open for response through (12/20/2024). The public survey requested public input into the hazard mitigation plan update planning process, including the prioritization of hazards and the identification of goals and mitigation activities to lessen the risk and impact of future hazard events. 24 responses were submitted and a summary is shown below.

1. Choose how important you think each action is to reducing the impact of hazards in Knox County.

2. Choose how important you think each action is to reducing the impact of hazards in Knox County.



3. Choose how important you think each action is to reducing the impact of hazards in Knox County.



4. Choose how important you think each action is to reducing the impact of hazards in Knox County.

5. Choose how important you think each action is to reducing the impact of hazards in Knox County.

6. Are there any additional actions/projects that you think would be helpful to reduce hazard risk in Knox County?

4 Responses

ID ↑	Name	Responses
1	anonymous	An addition to the education/outreach section-- one point mentioned updating KEMA's emergency fact sheets-- I think it is important to figure out how best to distribute this information. I wasn't aware of these fact sheets or actually a lot of things mentioned in this survey, so getting the word out in a variety of ways would be really important. Snow/ice/winter weather preparedness also was not addressed here, but given how the county shut down this past January, research of more efficient ways to deal with winter hazards, training for equipment operators, securing funding for additional emergency equipment/materials that could possibly be shared among neighboring jurisdictions, etc.
2	anonymous	not that i know of
3	anonymous	Update to current editions of building and fire codes to enforce most recent seismic and wind design standards.
4	anonymous	Nope.

APPENDIX D: MITIGATION ALTERNATIVES

44 CFR Subsection D §201.6(c)(3)(ii): [The mitigation strategy section shall include] a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.

As part of the process of developing the mitigation action plan found in Section 7, the HMPC reviewed and considered a comprehensive range of mitigation options before selecting the actions identified for implementation. This section summarizes the range of mitigation measures evaluated and considered by the HMPC, including a review of the categories of mitigation measures outlined in the 2017 CRS Coordinator's Manual, a discussion of current local implementation and CRS credits earned by Pickens County for those measures, and a list of the specific mitigation projects considered and recommended for implementation.

Mitigation alternatives identified for implementation by the HMPC were evaluated and prioritized using the criteria discussed in Section 7 of this plan.

CATEGORIES OF MITIGATION MEASURES CONSIDERED

Once it was determined which hazards warranted the development of specific mitigation actions, the HMPC analyzed viable mitigation options that supported the identified planning goals. The HMPC was provided with the following list of mitigation categories which are utilized as part of the CRS planning process.

- Prevention
- Property Protection
- Natural Resource Protection
- Structural Projects
- Emergency Services
- Public Information and Outreach

ALTERNATIVE MITIGATION MEASURES PER CATEGORY

Note: CRS Credit Sections are based on the 2017 CRS Coordinator's Manual.

PREVENTATIVE AND REGULATORY MEASURES

Preventative measures are designed to keep a problem from occurring or from getting worse. The objective of preventative measures is to ensure that future development is not exposed to damage from hazards and does not cause an increase in damages to other properties. Building, planning, and code enforcement offices usually administer preventative measures. Some examples of types of preventative measures include:

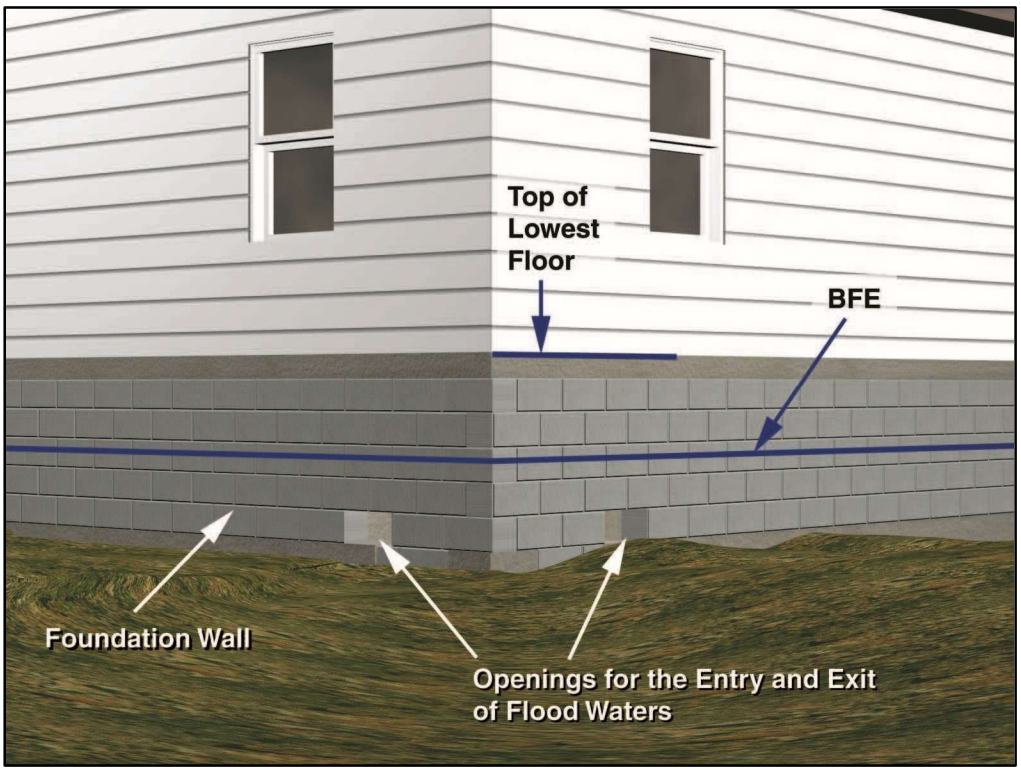
- Building codes
- Zoning regulations
- Comprehensive or land use plans
- Open space preservation
- Floodplain regulations
- Subdivision regulations
- Stormwater management regulations

BUILDING CODES

Building codes provide one of the best methods for addressing the impact of natural hazards on structures. When properly designed and constructed according to code, the average building can withstand many of the impacts of natural hazards. Hazard protection standards for all new and improved or repaired buildings can be incorporated into the local building code. Building codes can ensure that the first floors of new buildings are constructed to be higher than the elevation of the 1-percent-annual-chance flood. This is shown in the figure below. Building codes can also mitigate against other hazards, such as seismic standards, anchoring for manufactured homes or fuel tanks, soil type and stability requirements, and wind bracing requirements.

Just as important as having code standards is the enforcement of the code. Adequate inspections are needed throughout construction to ensure that the builder understands the requirements and is following them. Making sure a structure is properly elevated and anchored requires site inspections at each step.

Building Codes and Flood Elevations



Source: FEMA Publication: Above the Flood: Elevating Your Flood prone House, 2000

ASCE 24 is a referenced standard in the International Building Code (IBC). Any building or structure that falls within the scope of the IBC that is proposed in a flood hazard area is to be designed in accordance with ASCE 24. Freeboard is required as a function of the nature of occupancy and the flood zone.

COMPREHENSIVE OR LAND USE PLAN

Building codes provide guidance on how to build in hazardous areas. Planning and zoning activities direct development away from these areas, particularly floodplains and wetlands. They do this by designating land uses that are compatible with the natural conditions of land that is prone to flooding, such as open space or recreation. Land use planning could also be used to direct new development away from areas with high wildfire risk or areas downstream from dams.

OPEN SPACE PRESERVATION

Keeping the floodplain and other hazardous areas open and free from development can be the simplest approach to preventing damage to new development. Open space can be maintained in agricultural use or can serve as parks, greenway corridors, golf courses, and other recreation areas.

Comprehensive and capital improvement plans should identify areas to be preserved by acquisition and other means, such as purchasing an easement. With an easement, the owner is free to develop and use private property, but property taxes are reduced, or a payment is made to the owner if the owner agrees to not build on the part set aside in the easement.

Although there are some federal programs that can help acquire or reserve open lands, open space lands and easements do not always have to be purchased. Developers can be encouraged to dedicate park land and required to dedicate easements for drainage and maintenance purposes.

ZONING ORDINANCE

Zoning enables a community to designate what uses are acceptable on a given parcel. Zoning can ensure compatibility of land use with the land's level of suitability for development. Planning and zoning activities can also provide benefits by allowing developers more flexibility in arranging improvements on a parcel of land through the planned development approach. Zoning regulations describe what type of land use and specific activities are permitted in each district, and how to regulate how buildings, signs, parking, and other construction may be placed on a lot. Zoning regulations also provide procedures for rezoning and other planning applications. The zoning map and zoning regulations provide properties with certain rights to development.

FLOODPLAIN REGULATIONS

A Flood Damage Prevention Ordinance sets development standards for Special Flood Hazard Areas (SFHAs). Communities participating in the National Flood Insurance Program (NFIP) are required to adopt a flood damage prevention ordinance that meets at least the minimum standards of the NFIP; however, a community can incorporate higher standards for increased protection. For example, communities can adopt higher regulatory freeboard requirements, cumulative substantial damage definitions, fill restrictions, and other standards.

Another important consideration in floodplain regulations is the protection of natural and beneficial functions and the preservation of natural barriers such as vegetation. Vegetation along a stream bank is extremely beneficial for the health of the stream. Trees and other plants have an extensive root system that strengthen stream banks and help prevent erosion. Vegetation that has sprouted up near streams should remain undisturbed unless removing it will significantly reduce a threat of flooding or further destruction of the stream channel.

STORMWATER MANAGEMENT REGULATIONS

Stormwater runoff is increased when natural ground cover is replaced by urban development. Development in the watershed that drains to a river can aggravate downstream flooding, overload the community's drainage system, cause erosion, and impair water quality. There are three ways to prevent flooding problems caused by stormwater runoff:

5 Regulating development in the floodplain to ensure that it will be protected from flooding and that it won't divert floodwaters onto other properties;
6 Regulating all development to ensure that the post-development peak runoff will not be greater than it was under pre-development conditions; and
7 Set construction standards so buildings are protected from shallow water.

REDUCING FUTURE FLOOD LOSSES

Zoning and comprehensive planning can work together to reduce future flood losses by directing development away from hazard prone areas. Creating or maintaining open space is the primary way to reduce future flood losses.

Planning for open space must also be supplemented with development regulations to ensure that stormwater runoff is managed, and that development is protected from flooding. Enforcement of the flood damage prevention ordinance and the flood protection elevation requirement provides an extra level of protection for buildings constructed in the planning area.

Stormwater management and the requirement that post-development runoff cannot exceed pre-development conditions is one way to prevent future flood losses. Retention and detention requirements also help to reduce future flood losses.

LOCAL IMPLEMENTATION ALTERNATIVES

Prevention Mitigation Options and Recommended Projects

Action #	Mitigation Action	Recommended?	Funding
13	Research options to develop open space preservation policy, especially in streamside areas.	Yes. Open space will protect against the impacts of future on development on flooding.	Existing budget/manpower
23	Research options for requiring and enforcing the recommendations of the Hillside and Ridgetop Protection Plan.	Yes. Knoxville has implemented the plan via a hillside overlay in their zoning code, which limits development on hilly sites to minimize landslide risk. Knox County has yet to implement the plan, and therefore this action is still recommended,	Existing budget/manpower

PROPERTY PROTECTION MEASURES

Property protection measures are used to modify buildings or property subject to damage. Property protection measures fall under three approaches:

- Modify the site to keep the hazard from reaching the building;
- Modify the building (retrofit) so it can withstand the impacts of the hazard; and
- Insure the property to provide financial relief after the damage occurs.

Property protection measures are normally implemented by the property owner, although in many cases technical and financial assistance can be provided by a government agency.

Generally, natural hazards do not damage vacant areas. As noted earlier, the major impact of hazards is to people and improved property. In some cases, properties can be modified so the hazard does not reach the damage-prone improvements. For example, a berm can be built to prevent floodwaters from reaching a house.

There are five common methods to keep a flood from reaching and damaging a building:

- Erect a barrier between the building and the source of the flooding.
- Move the building out of the flood-prone area.
- Elevate the building above the flood level.

- Demolish the building.
- Replace the building with a new one that is elevated above the flood level.

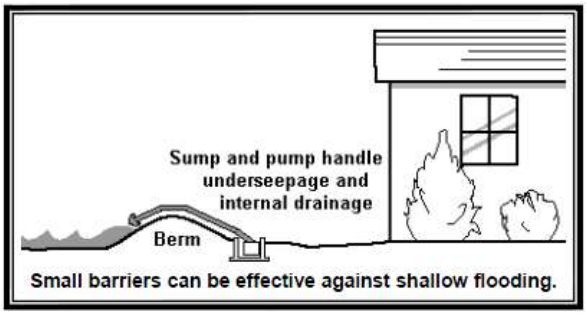
The latter three approaches are the most effective types to consider for the planning area.

BARRIERS

A flood protection barrier can be built of dirt or soil (a "berm") or concrete or steel (a "floodwall"). Careful design is needed so as not to create flooding or drainage problems on neighboring properties. Depending on how porous the ground is, if floodwaters will stay up for more than an hour or two, the design needs to account for leaks, seepage of water underneath, and rainwater that will fall inside the perimeter. This is usually done with a sump or drain to collect the internal groundwater and surface water and a pump and pipe to pump the internal drainage over the barrier. Barriers can only be built so high. They can be overtopped by a flood higher than expected. Barriers made of earth are susceptible to erosion from rain and floodwaters if not properly sloped, covered with grass, and properly maintained.

RELOCATION

Moving a building out of a flood prone area to higher ground is the surest and safest way to protect it from flooding. While almost any building can be moved, the cost increases for heavier structures, such as those with exterior brick and stone walls, and for large or irregularly shaped buildings. Relocation is also preferred for large lots that include buildable areas outside the floodplain or where the owner has a new flood-free lot (or portion of the existing lot) available.



Small barriers can be effective against shallow flooding.

BUILDING ELEVATION

Raising a building above the flood level can be almost as effective as moving it out of the floodplain. Water flows under the building, causing little or no damage to the structure or its contents. Raising a building above the flood level is cheaper than moving it and can be less disruptive to a neighborhood. Elevation has proven to be an acceptable and reasonable means of complying with floodplain regulations that require new, substantially improved, and substantially damaged buildings to be elevated above the base flood elevation.

This low floodwall has landscaping to minimize the adverse impact on the property's appearance.

DEMOLITION

Some buildings, especially heavily damaged or repetitively flooded ones, are not worth the expense to protect them from future damages. It is safer and more cost effective to demolish them and either replace them with new, flood protected structures, or relocate the occupants to a safer site. Demolition is also appropriate for buildings that are difficult to move—such as larger, slab foundation or masonry structures—and for dilapidated structures that are not cost-beneficial to protect.

Demolishing a repetitively flooded home

PILOT RECONSTRUCTION

If a building is not in good shape, elevating it may not be worthwhile or it may even be dangerous. An alternative is to demolish the structure and build a new one on the site that meets or exceeds all flood protection codes. FEMA funding programs refer to this approach as "pilot reconstruction." It is still a pilot

program, and not a regularly funded option. Certain rules must be followed to qualify for federal funds for pilot reconstruction.

RETROFITTING

An alternative to keeping the hazard away from a building is to modify or retrofit the site or building to minimize or prevent damage. This strategy can mitigate flooding, hurricane, severe weather, and other hazards. There are two primary techniques for flood retrofitting, as described below.

- **Dry Floodproofing**
  Dry floodproofing means making all areas below the flood protection level watertight. Walls are coated with waterproofing compounds or plastic sheeting. Openings, such as doors, windows and vents, are closed, either permanently, with removable shields, or with sandbags. Dry floodproofing of new and existing nonresidential buildings in the regulatory floodplain is permitted under state, FEMA and local regulations. Dry floodproofing of existing residential buildings in the floodplain is also permitted as long as the building is not substantially damaged or being substantially improved. Owners of buildings located outside the regulatory floodplain can always use dry floodproofing techniques.

  Dry floodproofing is only effective for shallow flooding, such as repetitive drainage problems. It does not protect from the deep flooding along lakes and larger rivers caused by hurricanes or other storms.

- **Wet Floodproofing**
  The alternative to dry floodproofing is wet floodproofing: water is let in and everything that could be damaged by a flood is removed or elevated above the flood level. Structural components below the flood level are replaced with materials that are not subject to water damage. For example, concrete block walls are used instead of wooden studs and gypsum wallboard. The furnace, water heater and laundry facilities are permanently relocated to a higher floor. Where the flooding is not deep, these appliances can be raised on blocks or platforms.

INSURANCE

Technically, insurance does not mitigate damage caused by a natural hazard. However, it does help the owner repair, rebuild, and hopefully afford to incorporate some of the other property protection measures in the process. Insurance offers the advantage of protecting the property, so long as the policy is in force, without requiring human intervention for the measure to work.

- **Private Property**
  Although most homeowner's insurance policies do not cover a property for flood damage, an owner can insure a building for damage by surface flooding through the NFIP. Flood insurance coverage is provided for buildings and their contents damaged by a "general condition of surface flooding" in the area. Most people purchase flood insurance because it is required by the bank when they get a mortgage or home improvement loan. Usually these policies just cover the building's structure and not the contents. Contents coverage can be purchased separately. Renters can buy contents coverage, even if the owner does not buy structural coverage on the building. Most people don't realize that there is a 30-day waiting period to purchase a flood insurance policy and there are limits on coverage.

- **Public Property**
  Governments can purchase commercial insurance policies. Larger local governments often self-insure and absorb the cost of damage to one facility, but if many properties are exposed to damage, self-insurance can drain the government's budget. Communities cannot expect federal disaster assistance to make up the difference after a flood.

LOCAL IMPLEMENTATION ALTERNATIVES

Property Protection Mitigation Options and Recommended Projects

Action #	Mitigation Action	Recommended?	Funding
26	Prioritize and secure funding for buyout of repetitive flood properties.	Yes. Properties in known high risk areas and with repeated losses will continue to be damaged without mitigation.	FEMA HMA grant funding, general funds
27	Secure funding for protection and/or relocation of flood-prone critical facilities.	Yes. Critical facility protection is a priority and goal of this plan.	FEMA HMA grant funding, general funds
29	Secure funding for roadway improvement projects that protect roadways from repetitive flooding.	Yes. Minimizing roadway flooding is crucial to	Local Funds, State & Federal Grant Funds

Natural Resource Protection

Resource protection activities are generally aimed at preserving (or in some cases restoring) natural areas. These activities enable the naturally beneficial functions of fields, floodplains, wetlands, and other natural lands to operate more effectively. Natural and beneficial functions of watersheds, floodplains and wetlands include:

- Reduction in runoff from rainwater and stormwater in pervious areas
- Infiltration that absorbs overland flood flow
- Removal and filtering of excess nutrients, pollutants and sediments
- Storage of floodwaters
- Absorption of flood energy and reduction in flood scour
- Water quality improvement
- Groundwater recharge
- Habitat for flora and fauna
- Recreational and aesthetic opportunities

As development occurs, many of the above benefits can be achieved through regulatory steps for protecting natural areas or natural functions. This section covers the resource protection programs and standards that can help mitigate the impact of natural hazards, while they improve the overall environment. Six areas were reviewed:

- Wetland protection
- Erosion and sedimentation control
- Stream/River restoration
- Best management practices
- Dumping regulations
- Farmland protection

In general, a comprehensive natural resource protection plan can establish a complete set of standards, including the approaches, to protect, conserve and enhance natural resources. A comprehensive approach can integrate local planning and policy tools to achieve this aim, enable preservation of interconnected expanses of natural resource areas, and provide municipal officials, local developers and landowners a clearer understanding of the natural resources that need to be protected during the development review process. It also permits a municipality to more easily adapt its ordinances in order to address emerging environmental issues.

Comprehensive resource protection standards inherently conserve energy because they improve environmental conditions without the need for mechanical infrastructure that requires energy to operate. Vegetated floodplains reduce flooding and flood damage which requires reconstruction, and thus energy to

reverse. Similarly, vegetated wetlands improve water quality and reduce runoff lowering energy consumption used in water treatment plants. Riparian buffers and vegetated steep slopes reduce runoff and erosion thus improving water quality. Healthy forests and wooded areas also serve this function, and also create wind breaks, which reduce wind chill on houses and lower heating costs in winter. In summer, tall trees near buildings reduce the need for air condition through shading the structures and also release water from their leaves which cools the structure's surfaces.

However, comprehensive natural resource protection programs take time, resources, and technical expertise to complete, and they require a long-term commitment to educate municipal officials for successful implementation, administration, and ongoing public education.

WETLAND PROTECTION

Wetlands are often found in floodplains and topographically depressed areas of a watershed. Many wetlands receive and store floodwaters, slowing and reducing downstream flows. They also serve as a natural filter, which helps to improve water quality, and they provide habitat for many species of fish, wildlife and plants.

EROSION AND SEDIMENTATION CONTROL

Farmlands and construction sites typically contain large areas of bare exposed soil. Surface water runoff can erode soil from these sites, sending sediment into downstream waterways. Erosion also occurs along stream banks and shorelines as the volume and velocity of flow or wave action destabilize and wash away the soil. Sediment suspended in the water tends to settle out where flowing water slows down. This can clog storm drains, drain tiles, culverts and ditches and reduce the water transport and storage capacity of river and stream channels, lakes and wetlands.

There are two principal strategies to address these problems: minimize erosion and control sedimentation. Techniques to minimize erosion include phased construction, minimal land clearing, and stabilizing bare ground as soon as possible with vegetation and other soil stabilizing practices.

STREAM/RIVER RESTORATION

There is a growing movement that has several names, such as "stream conservation," "bioengineering," or "riparian corridor restoration." The objective of these approaches is to return streams, stream banks, and adjacent land to a more natural condition, including the natural meanders. Another term is "ecological restoration," which restores native indigenous plants and animals to an area.

A key component of these efforts is to use appropriate native plantings that resist erosion along stream banks. This may involve retrofitting the shoreline with willow cuttings, wetland plants, or rolls of landscape material covered with a natural fabric that decomposes after the banks are stabilized with plant roots.

In all, restoring the right vegetation to a stream has the following advantages:

- Reduces the amount of sediment and pollutants entering the water
- Enhances aquatic habitat by cooling water temperature
- Provides food and shelter for both aquatic and terrestrial wildlife
- Can reduce flood damage by slowing the velocity of water
- Increases the beauty of the land and its property value
- Prevents property loss due to erosion
- Provides recreational opportunities, such as hunting, fishing and bird watching
- Reduces long-term maintenance costs

BEST MANAGEMENT PRACTICES

Communities are required by state and federal regulations to monitor storm water drainage outfalls and control storm water runoff.

Point source pollutants come from pipes such as the outfall of a municipal wastewater treatment plant. They are regulated by the US EPA. Nonpoint source pollutants come from non-specific locations and harder to regulate. Examples of nonpoint source pollutants are lawn fertilizers, pesticides, other chemicals, animal wastes, oils from street surfaces and industrial areas, and sediment from agriculture, construction, mining and forestry. These pollutants are washed off the ground's surface by stormwater and flushed into receiving storm sewers, ditches and streams.

The term "best management practices" (BMPs) refers to design, construction and maintenance practices and criteria that minimize the impact of stormwater runoff rates and volumes, prevent erosion, protect natural resources and capture nonpoint source pollutants (including sediment). They can prevent increases in downstream flooding by attenuating runoff and enhancing infiltration of stormwater. They also minimize water quality degradation, preserve beneficial natural features onsite, maintain natural base flows, minimize habitat loss, and provide multiple usages of drainage and storage facilities.

DUMPING REGULATIONS

BMPs usually address pollutants that are liquids or are suspended in water that are washed into a lake or stream. Dumping regulations address solid matter, such as shopping carts, appliances and landscape waste that can be accidentally or intentionally thrown into channels or wetlands. Such materials may not pollute the water, but they can obstruct even low flows and reduce the channels' and wetlands' abilities to convey or clean stormwater.

Many cities have nuisance ordinances that prohibit dumping garbage or other "objectionable waste" on public or private property. Waterway dumping regulations need to also apply to "non-objectionable" materials, such as grass clippings or tree branches, which can kill ground cover or cause obstructions in channels. Regular inspections to catch violations should be scheduled.

Many people do not realize the consequences of their actions. They may, for example, fill in the ditch in their front yard without realizing that is needed to drain street runoff. They may not understand how re-grading their yard, filling a wetland, or discarding leaves or branches in a watercourse can cause a problem to themselves and others. Therefore, a dumping enforcement program should include public information materials that explain the reasons for the rules as well as the penalties.

FARMLAND PROTECTION

Farmland protection is an important piece of comprehensive planning and zoning throughout the United States. The purpose of farmland protection is to provide mechanisms for prime, unique, or important agricultural land to remain as such, and to be protected from conversion to nonagricultural uses.

Frequently, farm owners sell their land to residential or commercial developers and the property is converted to non-agricultural land uses. With development comes more buildings, roads, and other infrastructure. Urban sprawl occurs, which can lead to additional stormwater runoff and emergency management difficulties.

Farms on the edge of cities are often appraised based on the price they could be sold for to urban developers. This may drive farmers to sell to developers because their marginal farm operations cannot afford to be taxed as urban land. The Farmland Protection Program in the United States Department of Agriculture's 2002 Farm Bill (Part 519) allows for funds to go to state, tribal, and local governments as well as nonprofit organizations to help purchase easements on agricultural land to protect against the development of the land.

LOCAL IMPLEMENTATION ALTERNATIVES

Natural Resource Protection Mitigation Options and Recommended Projects

Action #	Mitigation Action	Recommended?	Funding
18	Research options for development BMPs to reduce urban heat island effect.	Yes. BMPs help protect natural resources and minimize stormwater runoff.	Existing budget/manpower
19	Create a potential wetlands map	Yes. Locating wetlands is critical to preventing their development and preserving natural flood mitigation.	Existing budget/manpower

EMERGENCY SERVICES MEASURES

Emergency services measures protect people during and after a disaster. A good emergency management program addresses all hazards, and it involves all local government departments. This section reviews emergency services measures following a chronological order of responding to an emergency. It starts with identifying an impending problem (threat recognition) and continues through post-disaster activities.

THREAT RECOGNITION

The first step in responding to a flood is to know when weather conditions are such that an event could occur. With a proper and timely threat recognition system, adequate warnings can be disseminated.

The National Weather Service (NWS) is the prime agency for detecting meteorological threats. Severe weather warnings are transmitted through NOAA's Weather Radio System, Interactive NWS (iNWS) alerts, and FEMA's Integrated Public Alert & Warning System (IPAWS). Local emergency managers can then provide more site-specific and timely recognition after the NWS issues a watch or a warning. A flood threat recognition system predicts the time and height of a flood crest. This can be done by measuring rainfall, soil moisture, and stream flows upstream of the community and calculating the subsequent flood levels.

On smaller rivers and streams, locally established rainfall and river gauges are needed to establish a flood threat recognition system. The NWS may issue a "flash flood watch." This is issued to indicate current or developing hydrologic conditions that are favorable for flash flooding in and close to the watch area, but the occurrence is neither certain nor imminent. These events are so localized and so rapid that a "flash flood warning" may not be issued, especially if no remote threat recognition equipment is available. In the absence of a gauging system on small streams, the best threat recognition system is to have local personnel monitor rainfall and stream conditions. While specific flood crests and times will not be predicted, this approach can provide advance notice of potential local or flash flooding.

WARNING

The next step in emergency response following threat recognition is to notify the public and staff of other agencies and critical facilities. More people can implement protection measures if warnings are early and include specific detail.

The NWS issues notices to the public using two levels of notification:

- Watch: conditions are right for flooding, thunderstorms, tornadoes or winter storms.
- Warning: a flood, tornado, etc., has started or been observed.

A more specific warning may be disseminated by the community in a variety of ways. The following are the more common methods:

- CodeRED countywide mass telephone emergency communication system
- Commercial or public radio or TV stations
- The Weather Channel

- Cable TV emergency news inserts
- Telephone trees/mass telephone notification
- NOAA Weather Radio
- Tone activated receivers in key facilities
- Outdoor warning sirens
- Sirens on public safety vehicles
- Door-to-door contact
- Mobile public address systems
- Email notifications

Just as important as issuing a warning is telling people what to do in case of an emergency. A warning program should include a public information component.

STORMREADY

The National Weather Service (NWS) established the StormReady program to help local governments improve the timeliness and effectiveness of hazardous weather-related warnings for the public. To be officially StormReady, a community must:

- Establish a 24-hour warning point and emergency operations center
- Have more than one way to receive severe weather warnings and forecasts and to alert the public
- Create a system that monitors weather conditions locally
- Promote the importance of public readiness through community seminars
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises

Being designated as an NWS StormReady community is a good measure of a community's emergency warning program for weather hazards. Pickens County is designated as StormReady.

RESPONSE

The protection of life and property is the most important task of emergency responders. Concurrent with threat recognition and issuing warnings, a community should respond with actions that can prevent or reduce damage and injuries. Typical actions and responding parties include the following:

- Activating the emergency operations center (emergency preparedness)
- Closing streets or bridges (police or public works)
- Shutting off power to threatened areas (utility company)
- Passing out sand and sandbags (public works)
- Holding children at school or releasing children from school (school superintendent)
- Opening evacuation shelters (the American Red Cross)
- Monitoring water levels (public works)
- Establishing security and other protection measures (police)

An emergency action plan ensures that all bases are covered and that the response activities are appropriate for the expected threat. These plans are developed in coordination with the agencies or offices that are given various responsibilities.

Emergency response plans should be updated annually to keep contact names and telephone numbers current and to ensure that supplies and equipment that will be needed are still available. They should be critiqued and revised after disasters and exercises to take advantage of the lessons learned and of changing conditions. The result is a coordinated effort implemented by people who have experience working together so that available resources will be used in the most efficient manner possible.

EVACUATION AND SHELTER

There are six key components to a successful evacuation:

- Adequate warning
- Adequate routes
- Proper timing to ensure the routes are clear
- Traffic control
- Knowledgeable travelers
- Care for special populations (e.g., disabled persons, prisoners, hospital patients, schoolchildren)

Those who cannot get out of harm's way need shelter. Typically, the American Red Cross will staff a shelter and ensure that there is adequate food, bedding, and wash facilities. Shelter management is a specialized skill. Managers must deal with problems like scared children, families that want to bring in their pets, and the potential for an overcrowded facility.

POST-DISASTER RECOVERY AND MITIGATION

After a disaster, communities should undertake activities to protect public health and safety and facilitate recovery. Appropriate measures include providing safe drinking water, monitoring for diseases, vaccinating residents for tetanus and other diseases, clearing streets, and cleaning up debris and garbage. Additionally, there should be an effort to help prepare people and property for the next disaster, including:

- Public information activities to advise residents about mitigation measures they can incorporate into their reconstruction work
- Evaluating damaged public facilities to identify mitigation that can be included during repairs
- Identifying other mitigation measures that can lessen the impact of the next disaster
- Acquiring substantially or repeatedly damaged properties from willing sellers
- Planning for long-term mitigation activities
- Applying for post-disaster mitigation funds

To formalize the incorporation of mitigation into post-disaster redevelopment, communities may adopt post-disaster redevelopment plans and ordinances. Requiring permits for building repairs and conducting inspections are vital activities to ensure that damaged structures are safe for people to reenter and repair. There is a special requirement to do this in floodplains, regardless of the type of disaster or the cause of damage. The NFIP requires that local officials enforce the substantial damage regulations. These rules require that if the cost to repair a building in the mapped floodplain equals or exceeds 50% of the building's market value, the building must be retrofitted to meet the standards of a new building in the floodplain. In most cases, this means that a substantially damaged building must be elevated above the base flood elevation.

LOCAL IMPLEMENTATION ALTERNATIVES

Emergency Services Mitigation Options and Recommended Projects

Action #	Mitigation Action	Recommended	Funding
6	Review fuel supply and storage capabilities at critical facilities to ensure continuity of operations during a hazard event.	Yes. This action helps ensure that critical facilities continue to function during a hazard event.	Existing budget/manpower
25	Seek to identify and/or prioritize locations for community shelters for mobile home parks/manufactured housing. Secure funding for construction.	Yes. Providing shelter in mobile home parks helps reduce risk experienced by a vulnerable population and strengthens emergency responses	FEMA HMA grant funding, general fund

STRUCTURAL PROJECTS

Four general types of flood control projects are reviewed here: levees, reservoirs, diversions, and dredging. These projects have three advantages not provided by other mitigation measures:

- They can stop most flooding, protecting streets and landscaping in addition to buildings.
- Many projects can be built without disrupting citizens' homes and businesses.
- They are constructed and maintained by a government agency, a more dependable long-term management arrangement than depending on many individual private property owners.

However, as shown below, structural measures also have shortcomings. The appropriateness of using flood control depends on individual project area circumstances.

- Advantages
  - They may provide the greatest amount of protection for land area used
  - Because of land limitations, they may be the only practical solution in some circumstances
  - They can incorporate other benefits into structural project design, such as water supply and recreational uses
  - Regional detention may be more cost-efficient and effective than requiring numerous small detention basins
- Disadvantages
  - They can disturb the land and disrupt natural water flows, destroying wildlife habitat
  - They require regular maintenance
  - They are built to a certain flood protection level that can be exceeded by larger floods
  - They can create a false sense of security
  - They promote more intensive land use and development in the floodplain

LEVEES AND FLOODWALLS

Probably the best-known flood control measure is a barrier of earth (levee) or concrete (floodwall) erected between the watercourse and the property to be protected. Levees and floodwalls confine water to the stream channel by raising its banks. They must be well designed to account for large floods, underground seepage, pumping of internal drainage, and erosion and scour.

RESERVOIRS AND DETENTION

Reservoirs reduce flooding by temporarily storing flood waters behind dams or in storage or detention basins. Reservoirs lower flood heights by holding back, or detaining, runoff before it can flow downstream. Flood waters are detained until the flood has subsided, and then the water in the reservoir or detention basin is released or pumped out slowly at a rate that the river can accommodate downstream.

Reservoirs can be dry and remain idle until a large rain event occurs. Or they may be designed so that a lake or pond is created. The lake may provide recreational benefits or water supply, which could also help provide drought mitigation.

Retention pond

Flood control reservoirs are most commonly built for one of two purposes. Large reservoirs are constructed to protect property from existing flood problems. Smaller reservoirs, or detention basins, are built to protect property from the stormwater runoff impacts of new development.

DIVERSION

A diversion is a new channel that sends floodwaters to a different location, thereby reducing flooding along an existing watercourse. Diversions can be surface channels, overflow weirs, or tunnels. During normal flows, the water stays in the old channel. During floods, the floodwaters spill over to the diversion channel

LOCAL IMPLEMENTATION ALTERNATIVES

Structural Projects Mitigation Options and Recommended Projects

Action #	Mitigation Action	Recommended?	Funding
16	Replacement of undersized stormwater drainage pipes as identified through flash flooding events, local drainage complaints, and future watershed studies.	Yes. This action can help reduce localized stormwater flooding.	FEMA HMA grant funding, general fund

PUBLIC INFORMATION

OUTREACH PROJECTS

Outreach projects are the first step in the process of orienting property owners to the hazards they face and to the concept of property protection. They are designed to encourage people to seek out more information in order to take steps to protect themselves and their properties.

Awareness of the hazard is not enough; people need to be told what they can do about the hazard. Thus, projects should include information on safety, health and property protection measures. Research has shown that a properly run local information program is more effective than national advertising or publicity campaigns. Therefore, outreach projects should be locally designed and tailored to meet local conditions.

Community newsletters/direct mailings: The most effective types of outreach projects are mailed or distributed to everyone in the community. In the case of floods, they can be sent only to floodplain property owners.

News media: Local newspapers can be strong allies in efforts to inform the public. Local radio stations and cable TV channels can also help. These media offer interview formats and cable TV may be willing to broadcast videos on the hazards.

LIBRARIES AND WEBSITES

The two previous activities tell people that they are exposed to a hazard. The next step is to provide information to those who want to know more. The community library and local websites are obvious places for residents to seek information on hazards, hazard protection, and protecting natural resources.

Books and pamphlets on hazard mitigation can be given to libraries, and many of these can be obtained for free from state and federal agencies. Libraries also have their own public information campaigns with displays, lectures and other projects, which can augment the activities of the local government. Today, websites are commonly used as research tools. They provide fast access to a wealth of public and private sites for information. Through links to other websites, there is almost no limit to the amount of up to date information that can be accessed on the Internet.

In addition to online floodplain maps, websites can link to information for homeowners on how to retrofit for floods or a website about floods for children.

TECHNICAL ASSISTANCE

- **Hazard Information**
  Residents and business owners that are aware of the potential hazards can take steps to avoid problems or reduce their exposure to flooding. Communities can easily provide map information from FEMA's FIRMs and Flood Insurance Studies. They may also assist residents in submitting requests for map amendments and revisions when they are needed to show that a building is located outside the mapped floodplain.

Some communities supplement what is shown on the FIRM with information on additional hazards, flooding outside mapped areas and zoning. When the map information is provided, community staff can explain insurance, property protection measures and mitigation options that are available to property owners. They should also remind inquirers that being outside the mapped floodplain is no guarantee that a property will never flood.

- **Property Protection Assistance**
  While general information provided by outreach projects or the library is beneficial, most property owners do not feel ready to retrofit their buildings without more specific guidance. Local building department staffs are experts in construction. They can provide free advice, not necessarily to design a protection measure, but to steer the owner onto the right track. Building or public works department staffs can provide the following types of assistance:
  - Visit properties and offer protection suggestions
  - Recommend or identify qualified or licensed contractors
  - Inspect homes for anchoring of roofing and the home to the foundation
  - Explain when building permits are needed for home improvements.

PUBLIC INFORMATION PROGRAM

A Program for Public Information (PPI) is a document that receives CRS credit. It is a review of local conditions, local public information needs, and a recommended plan of activities. A PPI consists of the following parts:

- The local flood hazard
- The property protection measures appropriate for the flood hazard
- Flood safety measures appropriate for the local situation
- The public information activities currently being implemented within the community, including those being carried out by non-government agencies
- Goals for the community's public information program
- The outreach projects that will be done each year to reach the goals
- The process that will be followed to monitor and evaluate the projects

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LOCAL IMPLEMENTATION ALTERNATIVES

Public Information and Outreach Mitigation Options and Recommended Projects

Action #	Mitigation Action	Recommended?	Funding
1	Amplify outreach/public education to encourage participation in Emergency Alert and Warning System.	Yes. This project will improve all hazards awareness and preparedness.	Existing budget/manpower
2	Create and/or update existing KEMA fact sheets for natural hazards to define hazard risks and suggest personal mitigation action.	Yes. This project will improve all hazards preparedness and encourage individual mitigation efforts.	Existing budget/manpower

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- U.S. Geological Survey Earthquake Hazards Program, Earthquake Catalog.
- U.S. Global Change Research Program, 2016: The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment. http://dx.doi.org/10.7930/J0R49NQX
- USGCRP, 2017: Climate Science Special Report: Fourth National Climate Assessment, Volume I [Wuebbles, D.J., D.W. Fahey, K.A. Hibbard, D.J. Dokken, B.C. Stewart, and T.K. Maycock (eds.)]. U.S. Global Change Research Program, Washington, DC, USA, 470 pp., doi: 10.7930/J0J964J6.
- VAISALA, National Lightning Detection Network.

Adopting Your Local Mitigation Plan

Local governments, including special districts, seeking plan approval must adopt their hazard mitigation plan in accordance with local laws. Adoption is a key requirement of the Local Mitigation Planning Policy Guide.

Why does plan adoption matter?

- You've done the hard work. Now, it's time to adopt! Plan adoption completes the mitigation planning process. It also shows your community's commitment to the goals and actions in your plan.
- Adoption fulfills Element F: Plan Adoption of the Local Mitigation Planning Policy Guide. FEMA only approves plans that meet all planning requirements. This includes plan adoption.
- For plan updates, adoption recognizes the current planning process. It acknowledges changes from the past five years and validates the priorities for hazard mitigation actions.
- Adoption marks the beginning of implementing your plan. Since each plan participant must sign off on the plan, this process reintroduces the ideas in the plan to decision makers, partners and the public. It also authorizes the agencies listed in the plan to carry out the risk reduction actions they agreed to take on.
- Approval makes your community eligible for certain FEMA assistance that can fund your mitigation actions. Applicants and subapplicants must have an approved mitigation plan at the time of grant application and obligation.

What do I need to do?

- Your local governing body or other authority must formally adopt the plan.
- Submit proof of plan adoption to the state and FEMA. Besides the official resolution, proof can be in the form of meeting minutes, resolutions, a signed letter or any other method that shows official adoption.
- Adoption can happen before you submit the plan to FEMA for approval. With this option, submit all adoption documentation along with the plan for review. Remember that the state and/or FEMA may require you to revise your plan. Use flexible language in your documentation. It should leave room for any needed revisions. For instance, you can state that your community adopts the plan inclusive of any minor additions or corrections that result from the state and FEMA review process.

FEMA

- You can also adopt after FEMA reviews your plan and it receives Approvable Pending Adoption (APA) status. With this option, you should adopt the plan within one year of getting APA status.
- **If you do not adopt the plan within one year of getting APA status, you must take further steps to validate that the plan's risk assessment and mitigation strategy are still current prior to approval.**
- Remember that there are other considerations for **multi-jurisdictional plans** (as shown below in Figure 1):
  - Each participating jurisdiction must adopt the plan and provide proof that adoption occurred. Lead jurisdictions for these plans should get buy-in for adoption early in the planning process. Use letters of commitment to show that jurisdictions will take part in and adopt the plan.
  - If your community is part of a multi-jurisdictional plan, the status of other participating jurisdictions in the plan will not affect your approval status.
  - If jurisdictions plan to adopt before submitting the plan for approval, **then all the jurisdictions that are part of the multi-jurisdictional plan must submit proof of adoption**. This allows the plan and all the jurisdictions to gain approval at once after all requirements are met.

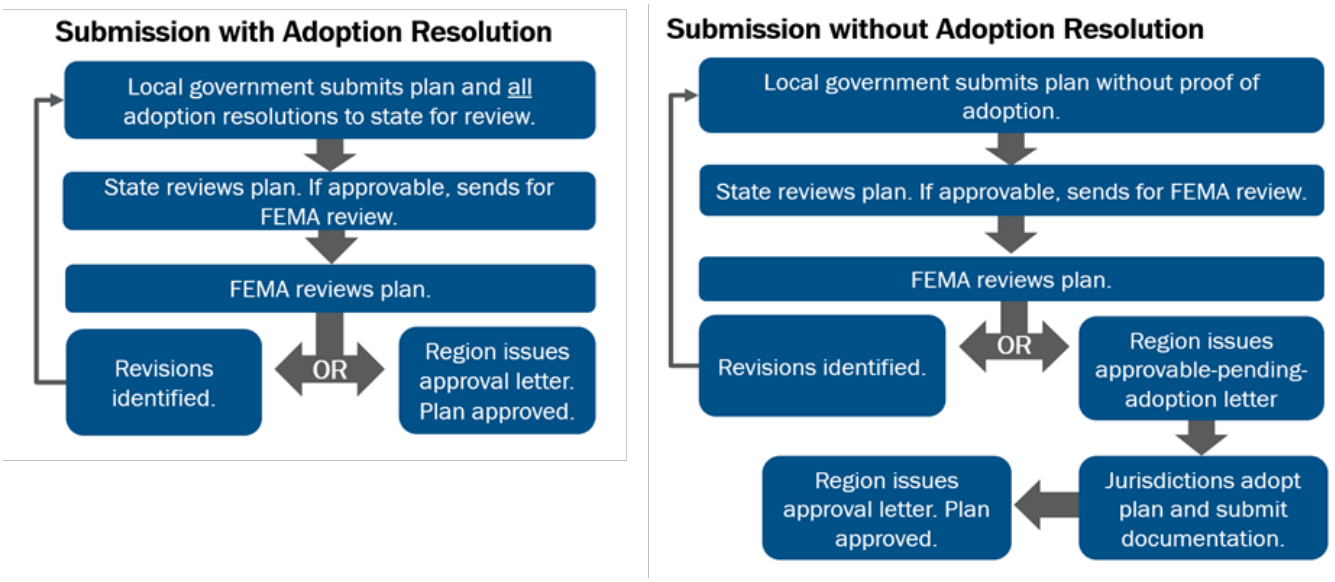


Figure 1. Paths to Plan Approval

Local Mitigation Planning Resources

- Learn more about plan adoption and approval in Section 6.4 of the Local Mitigation Planning Policy Guide. Be sure to check out the **sample adoption resolution in Appendix B.**
- See Task 8 in the Local Mitigation Planning Handbook to learn more about considerations for plan adoption.
- Take FEMA's IS-318 Local Mitigation Planning Training for additional information on the planning process.

RLA-17373 **R-25-6-403**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Contract with Volunteer Highway Supply Company, Inc., for the provision of pavement marking materials and road striping services, which amendment incorporates required clauses under section D.5 of the contract with TDOT for State Aid funding.
(Engineering and Public Works)

Attachments

Resolution

Amendment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO A CONTRACT WITH VOLUNTEER HIGHWAY SUPPLY COMPANY, INC. FOR THE PROVISION OF PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES, WHICH AMENDMENT INCORPORATES REQUIRED CLAUSES UNDER SECTION D.5 OF THE CONTRACT WITH TDOT FOR STATE AID FUNDING.

RESOLUTION: **R-25-6-403**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-23-1-401, the Knox County Commission approved a contract with Volunteer Highway Supply Company, Inc., designated as Knox County Contract No. 22-852, for the provision of pavement marking materials and road striping services (the "Contract"); and

WHEREAS, Knox County and Volunteer Highway Supply Company, Inc. desire to enter into an amendment to the Contract to incorporate required clauses under section D.5 of the contract with TDOT for State Aid funding, as further detailed in the attached amendment to the Contract.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Amendment to Contract No. 22-852 with Volunteer Highway Supply Company, Inc. for the provision of pavement marking materials and road striping services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Amendment to Contract No. 22-852 with Volunteer Highway Supply Company, Inc. for the provision of pavement marking materials and road striping services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Amendment to Contract No. 22-852

Knox County, Tennessee
and
Volunteer Highway Supply Company, Inc.

This Amendment to Contract is made and entered into by and between Knox County, Tennessee ("County"), and Volunteer Highway Supply Company, Inc. ("Contractor").

WITNESSETH:

WHEREAS, County and Contractor have previously entered into a certain Contract designated as Contract No. 22-852 for Pavement Marking Materials and Road Striping Services (hereinafter referred to as the "Contract"):

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Contract as follows:

Amend the Contract to add Attachment D attached hereto.

Except as hereby modified, all other terms and conditions of the original Contract between County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 22-852 to be executed as of the latest date written below.

Knox County, Tennessee

By: _____
Glenn Jacobs
Knox County Mayor

Date: _____

Volunteer Highway Supply Company, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Contract No. 25-354
Approved as to Legal Form:

By: _____
Knox County Deputy Law Director

Date: _____

ATTACHMENT D

Conflicts of Interest:

The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

Non-Discrimination:

The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to the discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applications, notices of non-discrimination.

Records:

The Agency and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Agency's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

Debarment and Suspension:

The Agency certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

The Agency shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

RLA-17396 **R-25-6-404**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with OKR General Partnership for road improvements to Hardin Valley Road.
(Engineering and Public Works)

Attachments

Resolution
MOU - OKR
Exhibit A
Exhibit B
Exhibit C

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH OKR GENERAL PARTNERSHIP FOR ROAD IMPROVEMENTS TO HARDIN VALLEY ROAD.

RESOLUTION: **R-25-6-404**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, OKR, GP ("OKR") plans to develop The Villages at Hardin Valley (the "Development") on currently vacant land owned by OKR located at 0 Spring Bluff Way, which will result in an increase of traffic on Hardin Valley Road; and

WHEREAS, as a result of the Development, a transportation impact study recommended the installation of a sidewalk and an east-bound turn lane into the Development's entrance (the "Project"); and

WHEREAS, OKR agrees to donate to Knox County the right of way required for the installation of a sidewalk and east-bound turn lane into the Development's entrance; and

WHEREAS, Knox County and OKR agree that Knox County will oversee and coordinate the Project and OKR will pay Knox County a total amount which will be applied to the construction of improvements on Hardin Valley Road at the entrance to the Development, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and OKR with respect to the Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with OKR, GP for road improvements to Hardin Valley Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with OKR, GP for road improvements to Hardin Valley Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee and OKR, GP

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government and **OKR, GP** a *general partnership* consisting of the following partners: David Hobbs and Tonya Hobbs, with an address of *11421 Sam Lee Rd, Knoxville, TN 37932 (hereafter "OKR").*

WHEREAS – *due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and*

WHEREAS- *OKR plans to develop The Villages at Hardin Valley (hereafter the "Development") on currently vacant land owned by OKR, GP located at 0 Spring Bluff Way, which will result in an increase of traffic on Hardin Valley Rd; and*

WHEREAS- *as a result of the Development, the transportation impact study conducted by AJAX Engineering as revised June 20th, 2024, recommended the installation of a sidewalk and an east-bound turn lane into the Development's entrance, as reflected on* ***Exhibit A*** *hereto (hereinafter referred to as "The Project"); and*

WHEREAS- *OKR agrees to donate to Knox County the right of way required for the installation of a sidewalk and east-bound turn lane into the Development's entrance, which constitutes an area of 904 sq. ft., as reflected on* ***Exhibit B*** *hereto; and*

WHEREAS- *A cost estimate for the construction of The Project has been developed by Urban Engineering, as reflected on* ***Exhibit C*** *hereto; and*

WHEREAS- *Knox County and OKR agree that Knox County will oversee and coordinate The Project as set out below, and that OKR will pay Knox County a total amount which will be applied to the construction of improvements on Hardin Valley Road at the entrance to the Development, as set out below.*

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and OKR hereby agree as follows:

1) Knox County will oversee and coordinate The Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) OKR will reimburse Knox County for all estimated costs generated by The Project as shown on **Exhibit C** attached hereto and incorporated herein by reference pursuant to such construction documents.
3) Schedule and Scope of Payments.

OKR will pay 100% of the estimated engineering design, right of way, utility coordination, construction and construction inspection costs (totaling $62,497.60) within thirty (30) days of the execution of the contract between Knox County and the engineering company for those services.

4) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.
6) Completion of Work: At the execution and full reimbursement outlined in this agreement, OKR will be released to proceed with development of their property. No permits will be withheld due to any delays in implementation of improvements described herein. OKR shall have updated plat and deed reflecting right-of-way dedication to Knox County recorded prior to the issuance of any certificates of occupancy on the site.
7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.
8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof: Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding
9) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
10) It is understood and agreed by Knox County and OKR that the individual(s) employed by OKR shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and OKR are not partners or joint ventures.
11) OKR shall indemnify, defend, save, and hold harmless Knox County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of this Memorandum of Understanding by OKR, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of OKR, its subcontractors, agents, or employees.
12) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.
13) OKR shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, OKR shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

OKR, GP

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

APPROVED AS TO FORM

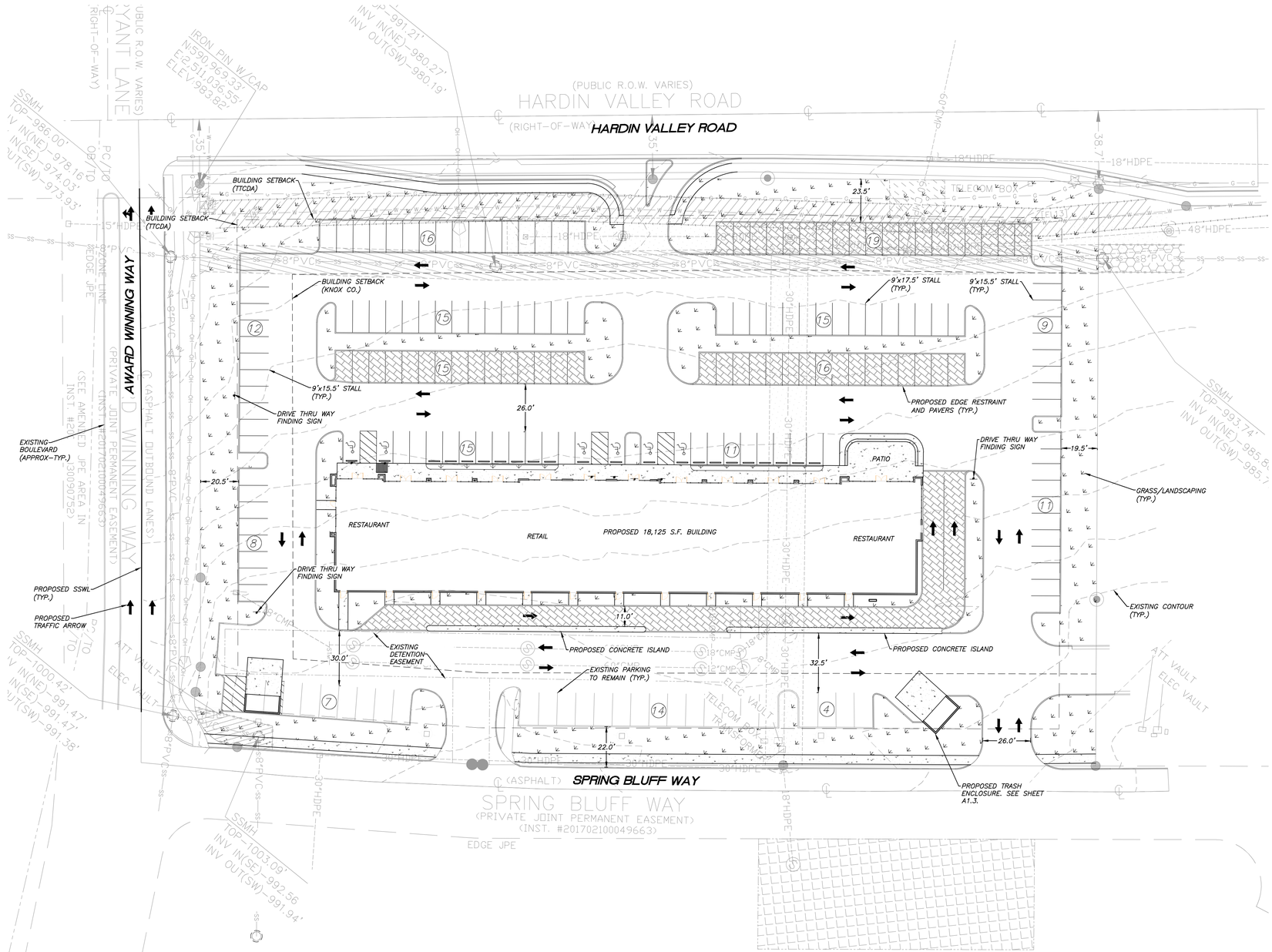
By: _____

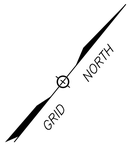
Name: Knox County Law Director's Office

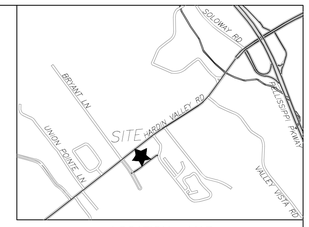
Date: _____

Contract #: _____

Exhibit A The Project







LOCATION MAP

SITE PLAN NOTES:

1. PROPERTY CORNERS MARKED AS NOTED.

2. THIS PROPERTY IS ZONED PC/TO. REQUIRED BUILDING SETBACKS AS FOLLOWS:

PC ZONE

PERIPHERY BOUNDARY: ALL BUILDINGS SHALL BE SET BACK AT LEAST FIFTY (50) FEET FROM ANY PERIPHERAL BOUNDARY OF THE PROJECT, OR ANY PUBLIC STREET OR ROAD EXISTING PRIOR TO THE PC, PLANNED COMMERCIAL ZONE.

TECHNOLOGY OVERLAY

FRONT: 20 FEET / 60 FEET*
SIDE: 20 FEET
REAR: 20 FEET
*WITH PARKING IN FRONT YARD

3. THE LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON FIELD LOCATION OF VISIBLE STRUCTURES SUCH AS CATCH BASINS, MANHOLES, WATER VALVES, ETC., AND COMPILING INFORMATION FROM PLANS SUPPLIED BY VARIOUS UTILITY COMPANIES AND GOVERNMENT AGENCIES. THE CONTRACTORS SHALL NOTIFY IN WRITING ALL UTILITY COMPANIES AND GOVERNMENT AGENCIES AND ALSO CALL TENN ONE-CALL PRIOR TO ANY EXCAVATION WORK, TO VERIFY INFORMATION SHOWN AND DETERMINE THE LAYOUT OF THE IRRIGATION SYSTEM AND IF ADDITIONAL IMPROVEMENTS MAY EXIST.

4. SIGNAGE AND STRIPING TO CONFORM TO THE MUTCD, LATEST EDITION.

5. HORIZONTAL COORDINATES ARE TENNESSEE STATE PLANE. VERTICAL DATUM IS NAVD88.

6. ALL WORK SHALL BE IN ACCORDANCE WITH KNOX COUNTY'S SPECIFICATIONS FOR SITE DEVELOPMENT.

7. GROUND AREA COVERAGE (GAC) SHALL NOT EXCEED 25%. SEE LOT COVERAGE SUMMARY.

8. FLOOR AREA RATIO (FAR) SHALL NOT EXCEED 30%. SEE LOT COVERAGE SUMMARY.

9. IMPERVIOUS AREA SHALL NOT EXCEED 70% SEE LOT COVERAGE SUMMARY.

10. SEE ARCHITECTURAL AND LANDSCAPE PLANS FOR MONUMENT SIGN LOCATION AND DETAIL.

PARKING NOTES:

1. THIRTY PERCENT (30%) OF THE PARKING SPACES MAY BE DESIGNATED FOR COMPACT CARS. THE MINIMUM SIZE OF A COMPACT CAR SPACE SHALL BE 8 FT. x 16 FT.

2. PARKING AREAS SHALL BE LANDSCAPED ACCORDING TO SECTION 3.4 REQUIREMENTS.

3. SURFACE PARKING AREAS SHOULD BE LOCATED TO THE SIDE OR TO THE REAR OF BUILDINGS. IF PARKING IS REQUESTED TO BE LOCATED IN FRONT OF A BUILDING, THE PARKING SHALL BE SEPARATED FROM THE FRONT PROPERTY LINE BY A 20 FT. LANDSCAPE BUFFER.

4. REQUIRED PARKING (RESTAURANT/RETAIL)

TTCDA:

RESTAURANT:

MINIMUM – 7.5 PER 1000 SQ. FT. OF GROSS FLOOR AREA

5000/1000 = 5 5 * 7.5 = 37.5

MINIMUM SPACES REQUIRED = 68

MAXIMUM – 15 PER 1000 SQ. FT. OF GROSS FLOOR AREA

5000/1000 = 5 5 * 15 = 75

MAXIMUM SPACES REQUIRED = 112

RETAIL:

MINIMUM – 3 PER 1000 SQ. FT. OF GROSS FLOOR AREA

12625/1000 = 12.625 12.625 * 3 = 38

MINIMUM SPACES REQUIRED = 38

MAXIMUM – 4.5 PER 1000 SQ. FT. OF GROSS FLOOR AREA

12625/1000 = 12.625 12.625 * 4.5 = 57

MAXIMUM SPACES REQUIRED = 57

TOTAL MINIMUM SPACES REQUIRED = 80

TOTAL MAXIMUM SPACES REQUIRED = 169

KNOX COUNTY:

RESTAURANT:

ONE (1) PER THREE (3) EMPLOYEES, PLUS ONE (1) PER ONE HUNDRED (100) SQUARE FEET OF USABLE FLOOR SPACE; OR ONE (1) PER THREE (3) FIXED SEATS, WHICHEVER IS THE GREATER.

27 (EMPLOYEES) / 3 = 9

5000 / 100 = 50

REQUIRED PARKING = 59

RETAIL:

ONE (1) PER ONE HUNDRED (100) SQUARE FEET OF RETAIL FLOOR SPACE.

12625 / 100 = 126

REQUIRED PARKING = 126

TOTAL REQUIRED PARKING = 169

PROPOSED PARKING: 187 (INCLUDING 6 HANDICAP)

LOT COVERAGE SUMMARY	
CURRENT USE	VACANT / PARKING AREA
PROPOSED USE	RESTAURANT / RETAIL
ZONING	PC/TO
TOTAL AREA	3.55-ACRES (154,492± S.F.)
EXISTING WALKS AND ASPHALT	28,548 S.F.
PROPOSED BUILDING AREA RESTAURANT	5,500 S.F.
PROPOSED BUILDING AREA RETAIL	12,625 S.F.
TOTAL BUILDING AREA	18,125 S.F.
PROPOSED WALKS AND ASPHALT	67,211 S.F.
PERMEABLE PAVER AREA	15,035 S.F.
TOTAL IMPERVIOUS AREA	98,849 S.F.
IMPERVIOUS AREA RATIO (IAR)	64.0%
GROUND AREA COVERAGE (GAC)	11.7%
FLOOR AREA RATIO (FAR)	11.7%

ALL WORKMANSHIP AND MATERIALS SHALL BE PER KNOX COUNTY STANDARD SPECIFICATIONS FOR SITE DEVELOPMENT PERMITS.

Tennessee811

Certification of Concept Plan by Registered Engineer
I hereby certify that I am a registered engineer, licensed to practice engineering under the laws of the State of Tennessee. I further certify that the plan and accompanying drawings, documents and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville-Knox County Subdivision Regulations except as has been itemized and described in a report filed with the Planning Commission.
Registered Engineer _____
Christopher A. Sharp, P.E.
Tennessee License No. 108984
Date: 5/28/2024

REFERENCE:
PARCEL 1
DEED INST. #201606060070861
PLAT INST. #201008160009832
PARCELS 2 & 3
DEED INST. #201605260068749
PLAT INST. #201008160009832

GRAPHIC SCALE
30 0 30 60

REVISION	DATE	DESCRIPTION	BY
1	6/21/24	REVISED PER PLANNING & EPW COMMENTS	CAS

SHEET C-2

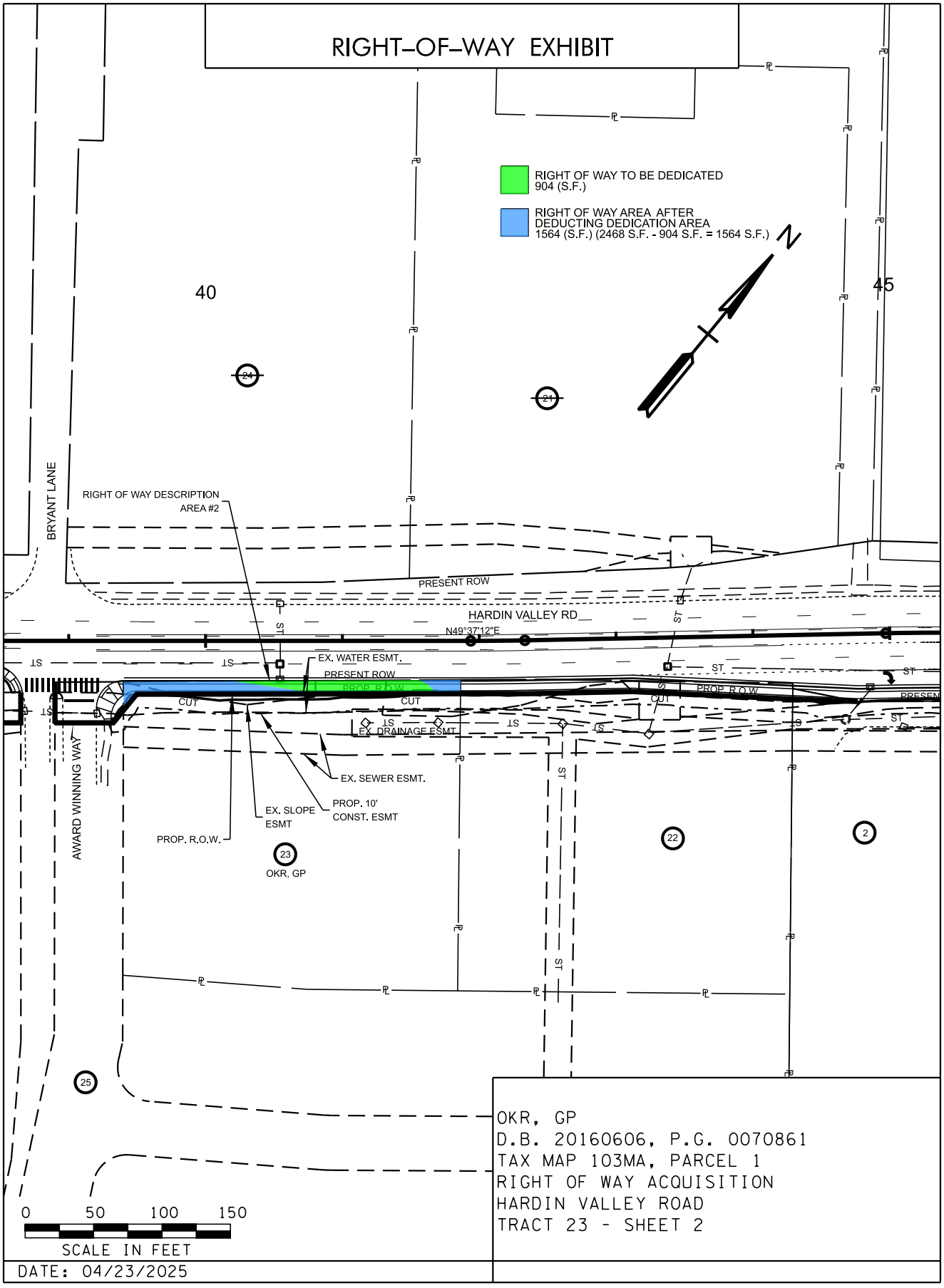
SITE PLAN
THE VILLAGE AT HARDIN VALLEY
SITE ADDRESS: 0 SPRING BLUFF WAY (37932)

OWNER:
OKR GP
11707 COUCH MILL ROAD
KNOXVILLE, TN 37932

DIST. NO. W6 KNOX CO., TN.
SCALE: 1"=30' MARCH 25, 2024
TAX MAP: 103 INSERT: M GROUP: A PARCELS: 1, 2, 3

URBAN ENGINEERING, INC.
10330 HARDIN VALLEY RD, #201
KNOXVILLE, TENNESSEE 37932
(865) 966-1924

DWN: CLM CHK: CAS DWG. NO. 2403010


RIGHT–OF–WAY EXHIBIT
RIGHT OF WAY TO BE DEDICATED
904 (S.F.)
RIGHT OF WAY AREA AFTER
DEDUCTING DEDICATION AREA
1564 (S.F.) (2468 S.F. - 904 S.F. = 1564 S.F.)
N
40
45
24
21
BRYANT LANE
RIGHT OF WAY DESCRIPTION
AREA #2
PRESENT ROW
HARDIN VALLEY RD
N49°37'12"E
EX. WATER ESMT.
PRESENT ROW
PROP. R.O.W.
CUT
EX. DRAINAGE ESMT.
EX. SEWER ESMT.
EX. SLOPE
ESMT
PROP. 10'
CONST. ESMT
PROP. R.O.W.
AWARD WINNING WAY
23
OKR, GP
22
2
25
0
50
100
150
SCALE IN FEET
OKR, GP
D.B. 20160606, P.G. 0070861
TAX MAP 103MA, PARCEL 1
RIGHT OF WAY ACQUISITION
HARDIN VALLEY ROAD
TRACT 23 - SHEET 2
DATE: 04/23/2025

Estimate of Probable Construction - Villages at Hardin Valley
1-May-25

Item Description	Quantity	Unit	Unit Price	Total Cost
6-30 Curb and Gutter	170	L.F.	$50.00	$8,500.00
Post Curb	70	L.F.	$50.00	$3,500.00
Road Base & Asphalt	220	S.Y.	$70.00	$15,400.00
Concrete Sidewalk	1177	S.F.	$8.00	$9,416.00
Removal of Obstructions	1	L.S.	$5,000.00	$5,000.00
Earthwork	1	L.S.	$10,000.00	$10,000.00
Engineering	1	L.S.	$5,000.00	$5,000.00
Subtotal				$56,816.00
Miscellaneous (10%)				$5,681.60
Total Estimated Cost				$62,497.60

* Miscellaneous includes but is not limited to traffic and erosion control.

RLA-17401 **R-25-6-405**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Ball Homes, LLC and Mesana Investments, LLC for the construction of a left turn lane on E. Emory Road at Brackett Road.
(Engineering and Public Works)

Attachments

Resolution
MOU

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH BALL HOMES, LLC AND MESANA INVESTMENTS, LLC FOR THE CONSTRUCTION OF A LEFT TURN LANE ON E. EMORY ROAD AT BRACKETT ROAD.

RESOLUTION: **R-25-6-405**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Ball Homes, LLC ("Ball Homes") plans to develop Brackett Road Subdivision on currently vacant land owned by Ball Homes located at 0 Brackett Road, which will result in an increase of traffic on Brackett Road and East Emory Road; and

WHEREAS, Mesana Investments, LLC ("Mesana") plans to develop Isabell Estates on currently vacant land owned by Mesana and DR Horton located at 6517 Brackett Road, which will result in an increase of traffic on the intersection of Brackett Road and East Emory Road; and

WHEREAS, the Tennessee Department of Transportation requires, as a condition of the issuance of an entrance permit for each development, an eastbound left turn lane on East Emory Road with 75' of storage to be installed (the "Project"); and

WHEREAS, Knox County, Ball Homes and Mesana agree that Knox County will oversee and coordinate the Project and Ball Homes and Mesana will pay Knox County certain amounts to go to the total cost of said Project, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County, Ball Homes and Mesana with respect to the Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with Ball Homes, LLC and Mesana Investments, LLC for the construction of a left turn lane on E. Emory Road at Brackett Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with Ball Homes, LLC and Mesana Investments, LLC for the construction of a left turn lane on E. Emory Road at Brackett Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee, Ball Homes, LLC and Mesana Investments, LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government; and **BALL HOMES, LLC**, a Kentucky Limited Liability Company with an address of 3609 Walden Dr, Lexington, Kentucky 40517 (hereafter "Ball"); and **MESANA INVESTMENTS, LLC,** a Limited Liability Company with an address of 1515 Ashland Springs Way, Knoxville, TN 37922 (hereafter "Mesana").

WHEREAS – due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and

WHEREAS- Ball plans to develop Brackett Road Subdivision, with a total addition of 69 lots, on currently vacant land owned by Ball located at 0 Brackett Rd, which will result in an increase of traffic on Brackett Rd and East Emory Rd; and

WHEREAS- Mesana plans to develop Isabell Estates, with a total addition of 90 lots, on currently vacant and developed land owned by Mesana Investments, LLC and DR Horton, located at 6517 Brackett Rd which will result in an increase of traffic on the intersection of Brackett Road and East Emory Road; and

WHEREAS- Tennessee Department of Transportation requires, as a condition of the issuance of an entrance permit for each development, an eastbound left turn lane on East Emory Road with 75' of storage to be installed, as reflected on Exhibit A hereto (hereinafter referred to as "The Project"); and

WHEREAS- Knox County, Ball and Mesana agree that Knox County will oversee and coordinate The Project, as set out below, and that Ball and Mesana will pay Knox County certain amounts to go to the total cost of said Project as set out below.

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County, Ball and Mesana hereby agree as follows:

1) Knox County will oversee and coordinate The Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on Exhibit A attached hereto and incorporated herein by reference pursuant to such construction documents.
2) Ball and Mesana will reimburse Knox County for all costs generated by The Project including engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections, as shown on Exhibit A attached hereto and incorporated herein by reference pursuant to such construction documents.
3) Reimbursement will be shared by Ball and Mesana based upon the percentage each development contributes to the total traffic impact, measured by lots added, which has been calculated and results in a contribution split as follows: Ball will contribute 43% to the total cost of The Project and Mesana will contribute 57% to the total cost of The Project, as outlined below.
4) Schedule and Scope of Payments
    a. Engineering Design, Right of Way, and Utility Coordination

i. Ball will pay 21.5% of the estimated engineering design, right of way, and utility coordination costs within thirty (30) days of the execution of the contract between Knox County and the engineering company for those services.
ii. Mesana will pay 28.5% of the estimated engineering design, right of way, and utility coordination costs within thirty (30) days of the execution of the contract between Knox County and the engineering company for those services.

iii. Ball will pay the remaining balance of their total contribution to the costs of engineering, design, right of way, and utility coordination, or 43% of the final costs, within thirty (30) days of the advertisement of bids as issued by Knox County Procurement.
iv. Mesana will pay the remaining balance of their total contribution to the costs of engineering, design, right of way, and utility coordination, or 57% of the final costs, within thirty (30) days of the advertisement of bids as issued by Knox County Procurement.

b. Construction Costs, Including Utility Relocations and Construction Inspections
i. After receiving and reviewing all bids and determining a contractor of choice, Knox County shall provide Ball and Mesana with the estimated construction cost and construction plans for review. Ball and Mesana shall have ten (10) days to review and approve before Knox County executes a contract.
ii. Ball will pay 43% of the estimated construction costs, including utility relocations and construction inspections, within thirty (30) days of the execution of the contract between Knox County and the contractor. *Any balance remaining between the final utility relocation costs and construction inspections and any over or under runs in construction contract will be due within 30 days of the final pay application.*
iii. Mesana will pay 57% of the estimated construction costs, including utility relocations and construction inspections, within thirty (30) days of the execution of the contract between Knox County and the contractor. *Any balance remaining between the final utility relocation costs and construction inspections and any over or under runs in construction contract will be due within 30 days of the final pay application.*
iv. Anything to the contrary contained herein notwithstanding, (i) after the execution of this Memorandum of Understanding, Knox County and TDOT shall proceed in good faith and without unreasonable interruption or delay with the design, coordination, construction contract execution and lot release phases above; and (ii) if the actual construction costs are lower than the payments made by Ball and Mesana, then the excess remaining funds shall be returned to Ball and Mesana pro rata based on the payment percentages above.

5) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
6) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.
7) Release of Lot Holds: Once both Ball and Mesana pay the corresponding percentages of the estimated construction contract, Knox County and TDOT will release all lot holds. Ball and

Mesana shall each be responsible for its own payments, and not the payments of any other party herein.

8) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.
9) Time is of the essence on this Memorandum of Understanding and each and every provision hereof: Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding
10) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
11) It is understood and agreed by Knox County, Ball and Mesana that the individual(s) employed by Ball and/or Mesana shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County, Ball and Mesana are not partners or joint ventures.
12) Ball shall indemnify, defend, save, and hold harmless Knox County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of this Memorandum of Understanding by Ball, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of Ball, its subcontractors, agents, or employees.
13) Mesana shall indemnify, defend, save, and hold harmless Knox County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of this Memorandum of Understanding by Mesana, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of Mesana, its subcontractors, agents, or employees.
14) If either Ball or Mesana fail to perform under this Memorandum of Understanding, including but not limited to the timely payment of all amounts due form each party hereunder, and any party or parties hereto assert a claim or legal action to enforce or interpret this Agreement, the prevailing party or parties shall be entitled to reimbursement from the breaching party for its and/or their reasonable attorneys' fees and costs incurred in connection with said enforcement or interpretation, in addition to any other sums recoverable by, or remedies available to, such prevailing party or parties. This section does not apply to Knox County in any way whatsoever.
15) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.
16) Ball and/or Mesana shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, Ball and/or Mesana shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

MESANA INVESTMENTS, LLC

By: _____

Name:

Title:

Date: _____

BALL HOMES, LLC

By: _____

Name:

Title:

Date: _____

APPROVED AS TO FORM

By: _____

Name: Knox County Law Director's Office

Date: 5-15-25

Contract #: 25-247

CONCEPTUAL DESIGN ONLY - NOT FOR CONSTRUCTION/PERMITTING USE

SEALED BY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

CONCEPTUAL DESIGN
KNOX SR-131 @ BRACKETT
KNOX COUNTY

3/4/2025 11:28:44 AM
L:\Traffic\Design\Knox\SR-131\Knox SR-131 @ Brackett Rd\Knox SR-131 @ Brackett Turn Lanes.dgn

EXHIBIT
A
tabbies

Certificate of Ownership and General Dedication

(I,We) the undersigned owner(s) of the property shown herein, hereby adopt this as (my,ours) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I,am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat.

Owner(s) Printed Name: David & Eulene Tidler

Signature (s)

Date: 3/17/22

TAXES AND ASSESSMENTS

This is to certify, that all property taxes and assessments due on this property have been paid.

Signed _____ Date 3-18-22
Knox County Trustee

ZONING
Zoning Shown on Official Map A;RA

Date 3/18/22
By _____

Certification of Final Plat- All Indicated Markers, Monuments and Benchmarks to be Set.

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform to the best of my knowledge, to all applicable provisions of the Knoxville/ Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The indicated permanent reference markers and monuments, benchmarks and property monuments were in place on the 17 day of March 2022

Registered Land Surveyor Tn Reg no. 1724 Date 3/17/22

Certification of the Accuracy of Survey

Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors - Standards of Practice. I hereby certify that this Survey was prepared with compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors -Standards of practice

Registered Land Surveyor Denny R Norris

Tennessee License No. 1724

Date: March 17, 22

Certification of Category and Accuracy of Survey

I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1: 10,000' as shown hereon. Survey was prepared with compliance with the current rules of the Tennessee State Board of Examiners for Land Surveyors -standards of practice

Surveyor Denny R. Norris
Denny R. Norris Tenn Reg no. 1724

DENNY R. NORRIS REGISTERED LAND SURVEYOR AGRICULTURE TENNESSEE NO. 1724 3/17/22

Certification of No Recorded Easements

This is to certify that there are no known recorded drainage or utility easements on lot line(s) being eliminated on this subdivision plat.

Registered Land Surveyor Denny R Norris

Tennessee License No. 1724

Date: March 17, 2022

Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed: _____

Date: 3-17-2022

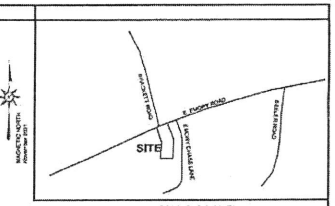
Planning Staff Approval for Recording - Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated, the approval of this plat by the planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other greens upon the plat.

Signed: Amy Brooks

Date: 3/17/22

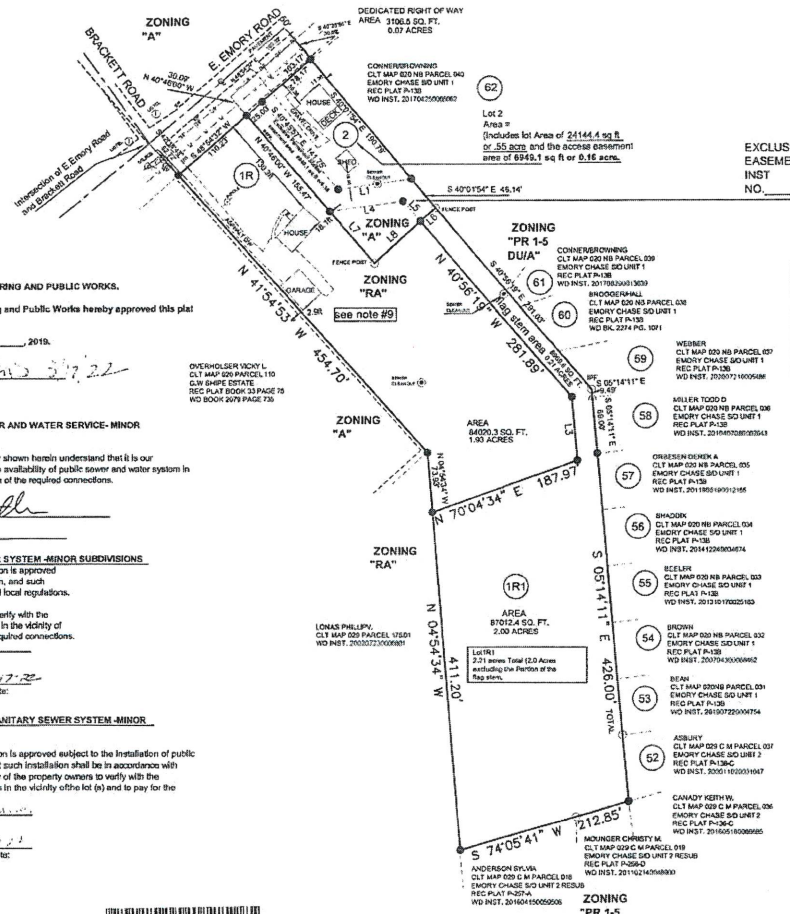
"The reduction of the front setback for the existing residence below the minimum requirements of the A (Agricultural)Zoning District is a result of right of way dedication and is permitted pursuant to Section 3.12.02.A of the Knox County Zoning Ordinance".



LOCATION MAP (NOT TO SCALE)

NOTES

1.) Standard Drainage and Utility Easement, ten (10') inside all exterior lot lines adjoining streets and private right-of-ways including (Joint Permanent Easements), five (5') wide along both sides all interior lot lines and inside all other exterior lot lines.
2.) Iron-Pins at all property corners unless otherwise noted.
3.) Property is subject to all easements and restrictions of record.
4.) Utilities shown on the survey plat are by visual, before any excavation call Tennessee one call (811) or 1-800-351-1111.
5.) Minimum building setback as per zoning.
6.) Three Lots with an area of 188,334.9 sq ft. or 4.32 acres.
7.) Deed Book 1982 pg. 923
Record Map: plat cabinet L slide 180-C
Plat record inst. no. 199907240043770
8.) Sanitary Sewer is available Hallsdale Powell is the Provider.
9.) A waiver has been granted for the standard drainage and utility easement at the Garage to be from 10 feet to 2.9 feet.
10.) OWNERS: David and Eulene Tidler
6702 E. Emory Road
Knoxville, Tn 37918 Phone: (865) 922-9662



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 81°55'00" E	89.97'
L2	This line was eliminated	
L3	N 05°14'11" W	77.86'
L4	S 81°49'45" W	89.67'
L5	S 40°56'19" E	33.01'
L6	S 48°10'27" W	24.49'
L7	N 40°46'00" W	82.71'
L8	S 48°10'26" W	75.65'

LEGEND

- IPF - IRON-PIN FOUND
- IPS - IRON- PIN SET
- Power Pole
- Sewer Cleanout
- Underground Telephone
- Water Meter
- Water Valve
- Metal Fence Post

KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS.

The Knox County Department of Engineering and Public Works hereby approved this plat on

this the _____ day of _____, 2019.

Engineering Director

OWNER CERTIFICATION FOR PUBLIC SEWER AND WATER SERVICE- MINOR SUBDIVISIONS

(I,We) The undersigned owner (s) of the property shown herein understand that it is our responsibility to verify with the Utility Provider the availability of public sewer and water system in the vicinity of the lot (s) and to pay for installation of the required connections.

Owners Printed Name: David & Eulene Tidler

Signature (s)

Date: 3/17/22

CERTIFICATION FOR APPROVAL OF WATER SYSTEM -MINOR SUBDIVISIONS

This is to certify that the subdivision shown hereon is approved subject to the installation of a public water system, and such installation shall be in accordance with State and local regulations.

It is the responsibility of the property owners to verify with the Utility Provider the availability of a water system in the vicinity of the lot (s) and to pay for the installation of the required connections.

Northeast Knox Ut. Dist.
Utility Provider

Authorized Signature for Utility Date: 3-17-22

CERTIFICATION FOR APPROVAL PUBLIC SANITARY SEWER SYSTEM -MINOR SUBDIVISIONS

This is to certify that the subdivision shown hereon is approved subject to the installation of public sanitary sewers and treatment facilities, and that such installation shall be in accordance with State and local regulations.It is the responsibility of the property owners to verify with the Utility Provider the availability of sanitary sewers in the vicinity ofthe lot (s) and to pay for the installation of the required connections.

Utility Provider

Authorized Signature for Utility Date:

Knox County, TN
Page: 1 of 1
REC'D FOR REC 3/18/2022 2:28 PM
RECORD FEE: $17.00 T20220015685
M. TAX: $0.00 T. TAX: $0.00
202203180072031

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
MAR 18 2022
BY JOHN R. WHITEHEAD

Surveyed By:
Norris Land Surveying
Denny R Norris RLS #1724
9105 Flat Creek Lane
Mascot, Tn 37806
Phone:(865) 363-0044

0' 100' 200' 300'
SCALE: 1" = 100 FEET

Nick McBride
Register of Deeds
Knox County

FILE NO. 11-BB-21

FINAL PLAT OF:

RESUBDIVISION OF
DAVID & EULENE TIDLER PROPERTY

DISTRICT NO. 8
KNOX COUNTY, TN
CLT MAP 020 PARCELS 111 & 112
BEARING BASE : MAGNETIC NORTH
SCALE: 1"= 100 FEET

SURVEY DATE: NOV 9,2021 Revised: March 14,2022

DONALD J. ROBERTS

THE UNDERSIGNED OWNER OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY, AND THAT SAID PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES OR DELINQUENT TAXES. I FURTHER CERTIFY THAT ALL RESTRICTIVE COVENANTS WHICH APPLY TO THE LOTS, IF ANY, ARE EITHER SHOWN ON THE PLAN OR ARE REFERRED TO THEREON, WITH COPY OF THE REFERRED TO COVENANT FILED WITH THE KNOX COUNTY REGISTER.

Donald J. Roberts

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ DATE: _____

SIGNED: _____ DATE: 7-10-87

FORMER SHOWN ON OFFICIAL MAP P-A

DATE 9-11-87 Shirley W. Nichols

CERTIFICATION OF CLASS AND ACCURACY OF SURVEY

I HEREBY CERTIFY THAT THIS IS A CLASS A SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:7500 AS SHOWN HEREON.

Shirley E. Hinds

SURVEYOR

TENNESSEE CERTIFICATION NO. 967

CERTIFICATION OF FINAL PLAT - CONSTRUCTION COMPLETE

I HEREBY CERTIFY THAT I AM A SURVEYOR, LICENSED TO DO SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENT CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. THE SURVEY MONUMENTS WERE IN PLACE ON THE 8 DAY OF SEPT 19 87

Shirley E. Hinds

SURVEYOR

TENNESSEE CERTIFICATE NO. 967

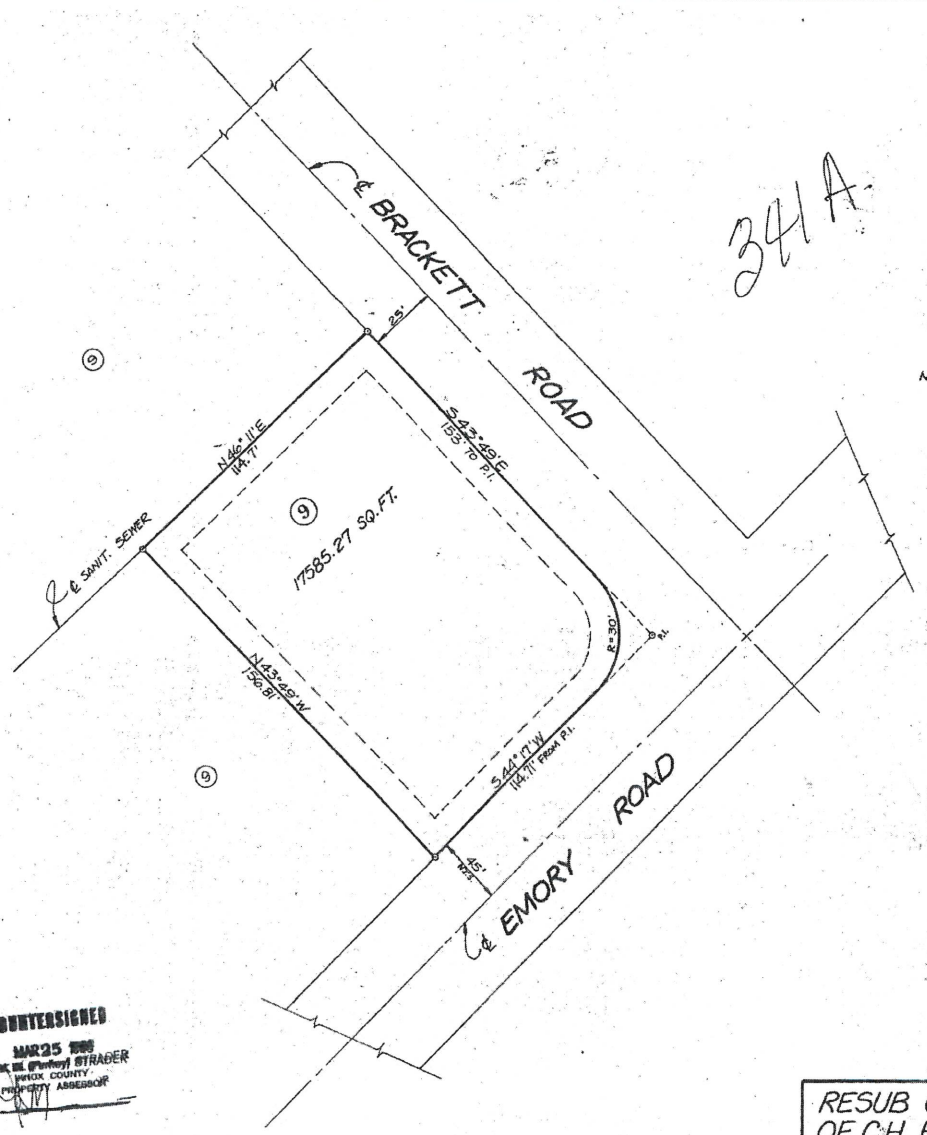
THIS IS TO CERTIFY THAT THERE ARE NO RECORDED DRAINAGE OR UTILITY EASEMENT ON LOT LINES BEING ELIMINATED ON THIS SUBDIVISION PLAT.

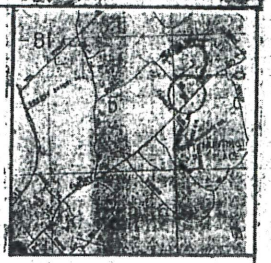
DATE 9-8-87 SIGNATURE Shirley E. Hinds

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities and that such installation shall be in accordance with state and local regulations.

9-14-87 Carroll E. Longsdorf (by)
Date Knox County Health Department

SHIRLEY E. HINDS
REGISTERED LAND SURVEYOR
AGRICULTURE
TENNESSEE NO. 967





Location Map

NOTES:
1. ⊙ IRON PIN AT EACH CORNER.
2. 10' UTILITY & DRAINAGE EASEMENT ALONG ALL LOT LINES.

03* *100

No. 364 REGISTER'S OFFICE
STATE OF TENNESSEE
KNOX COUNTY
Received for record the 25th day of March A. D. 1988 at 3:15 O'Clock P M. Recorded in Book No. _____ Page _____ Slot 3411 Cabinet No. K In Note Book 5a Page 180 Fee $ 10.00
Steve Hall, Register

COUNTERSIGNED
MAR 25 1988
PHIL M. (Finley) STRADER
KNOX COUNTY
PROPERTY ASSESSOR
BY: _____

Certificate of Approval for Recording - One Lot Subdivision
This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans. This record plat is hereby approved for recording in the office of the Knox County Register of Deeds.
Signed: Shawn T. Adams 3-25-88
Secretary

Inst.# 1988032500234617
Pages: 1 of 1
Cross Ref. MBP K13418
Book File Automation

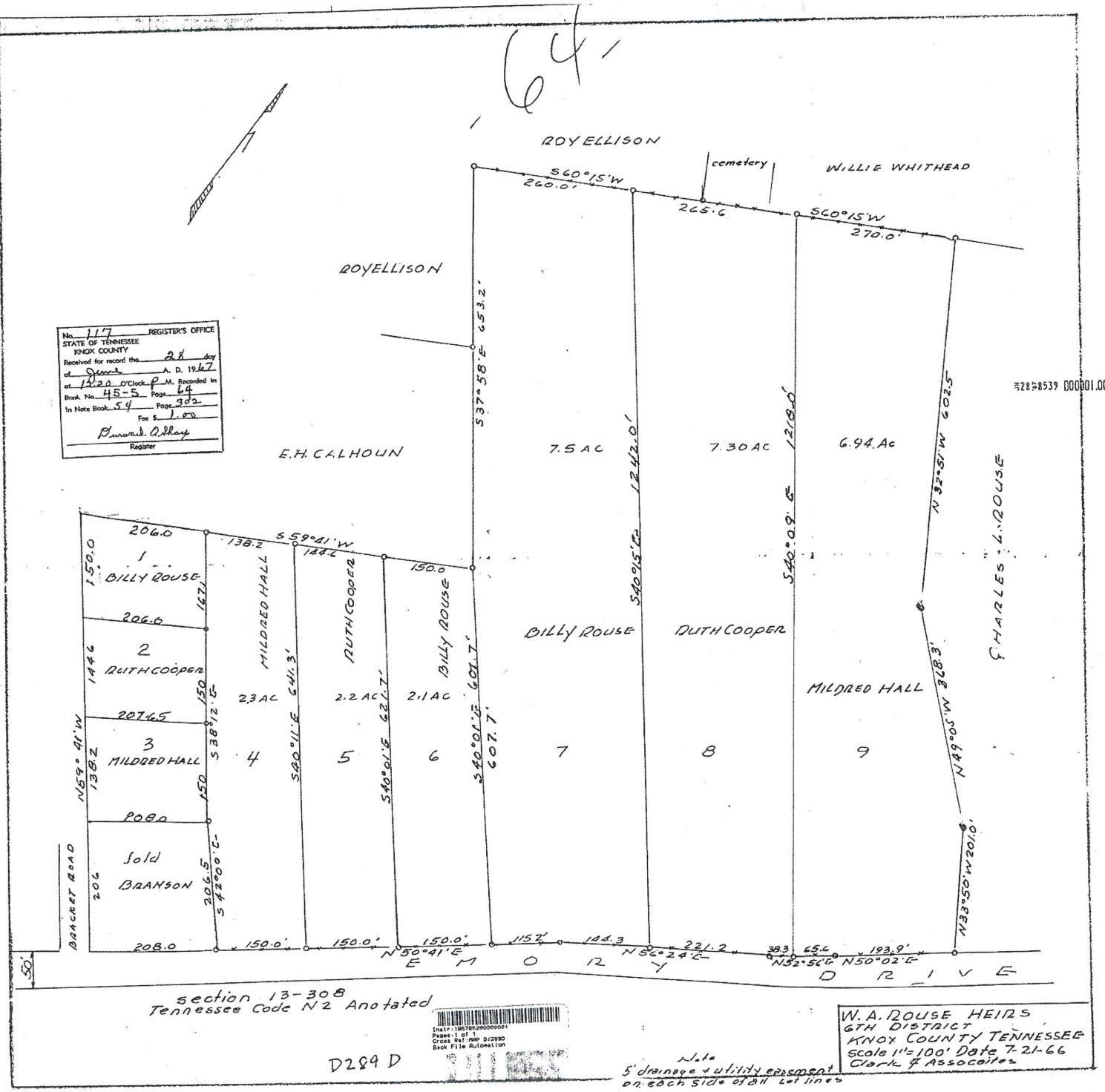
RESUB OF PART OF TRACT 9 OF C.H. BUTCHER, JR. PROPERTY

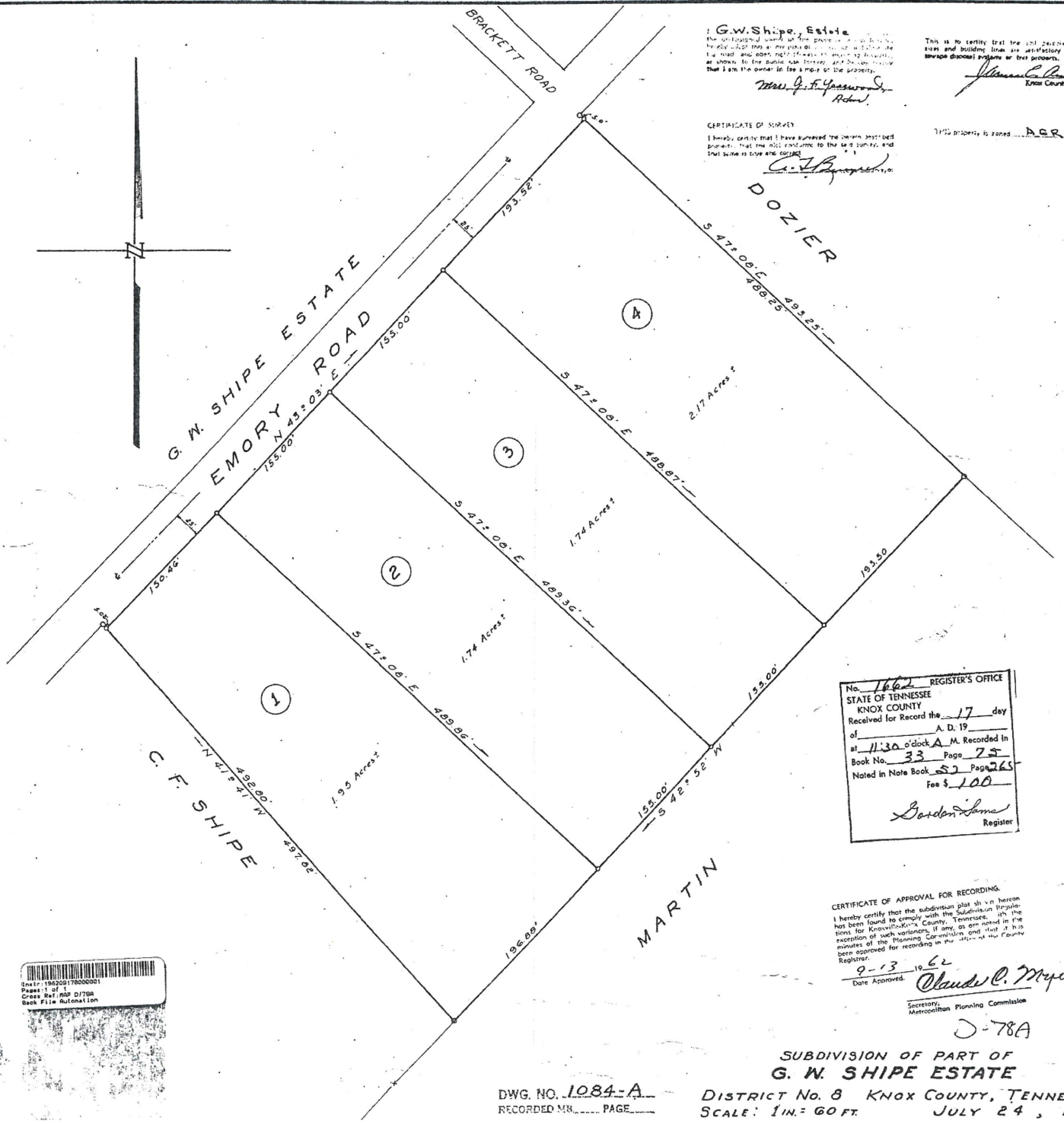
DISTRICT 8 KNOX COUNTY, TENN.
CLT NO. 20 PART OF PARCEL NO. 104.09
WD 1863 p 1102
OWNER: Donald J. Roberts
4901 JACKSBORO PIKE, SUITE 203
KNOXVILLE, TENN. 37918
PHONE: 688-8882

SCALE: 1"=30' DATE: SEPT. 8, 1987

Hinds Surveying Company
4601 CHAMBLISS AVE.
KNOXVILLE, TENN. 37919
588-9799 966-6191

JOB NUMBER 8603163


64
ROY ELLISON
cemetery
WILLIE WHITHEAD
S60°15'W 260.0'
265.6
S60°15'W 270.0'
ROYELLISON
S37°58'E 653.2'
No. 117 REGISTER'S OFFICE
STATE OF TENNESSEE
KNOX COUNTY
Received for record the 28 day
of June A. D. 1967
at 12:20 O'Clock P M. Recorded in
Book No. 45-5 Page 64
In Note Book 54 Page 302
Fee $ 1.00
Howard A. Kelley
Register
E.H. CALHOUN
7.5 AC
7.30 AC
6.94 Ac
S40°15'E 1242.0'
S40°0.2'E 1218.0'
N32°51'W 602.5'
CHARLES L. ROUSE
328538539 000001.00CA
206.0
S59°41'W 138.2
144.6
150.0
1
BILLY ROUSE
150.0
167'
206.6
2
RUTH COOPER
144.6
MILDRED HALL
RUTH COOPER
BILLY ROUSE
BILLY ROUSE
RUTH COOPER
MILDRED HALL
207.65
3
MILDRED HALL
N59°41'W 138.2
150
S38°12'E
2.3 AC
641.3'
2.2 AC
621.7'
2.1 AC
607.7'
S40°01'E 607.7'
S40°15'E 1242.0'
S40°0.2'E 1218.0'
N49°05'W 328.3'
P.O.B.
Sold
BRANSON
206.5'
S42°00'E
4
5
6
7
8
9
BRACKET ROAD
206
208.0
150.0'
150.0'
150.0'
115'
144.3
N56°24'E 221.2
38.3
45.4
193.9'
N33°50'W 201.0'
N50°41'E
N52°54'E
N50°02'E
50'
EMORY DRIVE
section 13-308
Tennessee Code N2 Anotated
Instr:196705290000081
Pages:1 of 1
Cross Ref-MAP D/2090
Back File Automation
D284 D
Note
5' drainage + utility easement
on each side of all lot lines
W.A. ROUSE HEIRS
6TH DISTRICT
KNOX COUNTY TENNESSEE
Scale 1"=100' Date 7-21-66
Clark & Associates



I G.W. Shipe, Estate

the undersigned owner of the property shown hereon, hereby adopt this as my plan of subdivision of said property and dedicate to the use of the public as streets, alleys, and other public uses forever, all the land shown hereon as such streets, alleys, and other public uses forever, and do hereby certify that I am the owner in fee simple of the property.

Mrs. G. F. Yearwood, Jr.
Admr.

CERTIFICATE OF SURVEY

I hereby certify that I have surveyed the property described hereon, that the plat conforms to the said survey, and that same is true and correct.

C. V. Brasfield, R.S.

This is to certify that the soil percolation rates and building lines are satisfactory for subsurface sewage disposal systems on this property.

Sanitarian
Knox County Health Dept.

This property is zoned AGR

REGISTER'S OFFICE
No. 1662
STATE OF TENNESSEE
KNOX COUNTY
Received for Record the 17 day
of ____ A. D. 19____
at 11:30 o'clock A M. Recorded in
Book No. 33 Page 75
Noted in Note Book 52 Page 265
Fee $ 1.00
Gordon Lamar
Register

CERTIFICATE OF APPROVAL FOR RECORDING.

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Knoxville-Knox County, Tennessee, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the office of the County Registrar.

9-13 1962
Date Approved.

Claude C. Myers
Secretary,
Metropolitan Planning Commission

D-78A

SUBDIVISION OF PART OF
G. W. SHIPE ESTATE

DISTRICT No. 8 KNOX COUNTY, TENNESSEE
SCALE: 1 IN. = 60 FT. JULY 24, 1962

DWG. NO. 1084-A
RECORDED MB____ PAGE____

Instr:198209170000001
Pages:1 of 1
Cross Ref.MAP D/78A
Back File Automation

RLA-17402 **R-25-6-406**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an amended Memorandum of Understanding with LKM Properties, Inc. and Calton Development, LLC for road improvements to Bakertown Road. *(Engineering and Public Works)*

Attachments

No file(s) attached.

RLA-17407 **R-25-6-407**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $165,500.00 with Cannon & Cannon, Inc. for the S. Northshore/Concord Roundabout Bypass Project. *(Engineering and Public Works)*

Attachments

Resolution

Proposal Letter

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ENGINEERING DESIGN CONTRACT IN THE AMOUNT OF $165,500.00 WITH CANNON & CANNON, INC. FOR THE S. NORTHSHORE/CONCORD ROUNDABOUT BYPASS PROJECT.

RESOLUTION: **R-25-6-407**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to enter into an agreement with Cannon & Cannon, Inc. for the provision of professional engineering and surveying services related to the S. Northshore/Concord Roundabout Bypass project; and

WHEREAS, the proposed agreement sets forth the terms and conditions, scope of work, and fee structure for the services to be provided by Cannon & Cannon, Inc.; and

WHEREAS, the agreement provides for Knox County to compensate Cannon & Cannon, Inc. the amount of $165,500.00 to complete the scope of work as described in the proposal agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The engineering design contract with Cannon & Cannon, Inc. for the S. Northshore/Concord Roundabout Bypass Project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the engineering design contract with Cannon & Cannon, Inc. for the S. Northshore/Concord Roundabout Bypass Project shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

May 29, 2025

Ben A. Friend, P.E.
Civil Engineering Manager
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

RE: Roundabout Intersection Improvements
S. Northshore Drive at Concord Road (S.R. 332)
Knox County, Tennessee

Dear Mr. Friend:

Cannon & Cannon, Inc. (CCI) is pleased to submit this proposal to Knox County Engineering and Public Works for providing professional engineering and surveying services related to the Roundabout Intersection Improvements at S. Northshore Drive at Concord Road (S.R. 332). Knox County is proposing intersection improvements located at the existing roundabout and right-turn bypass lanes.

The two areas of improvement include a) adding an eastbound bypass lane along the southside of S. Northshore Drive adjacent to the Knox County Callaway Ridge Trails and b) extending an acceleration lane to the existing right-turn bypass lane from Concord Road onto S. Northshore Drive which would be located on the northside of S. Northshore Drive.

The scope of work includes field surveying, roadway geometric design and design for relocation of lighting and electrical services. Due to the impacts of the existing terrain, geotechnical exploration and retaining wall design services have been assumed and provided separately. We have based our scope and services on our understanding of the project scope and our previous coordination meeting.

SCHEDULE OF FEES (LUMP SUM - See Attached Scope of Services)	**$165,500**
Topographic and Property Survey	$17,500
Preliminary Plan Phase (40%)	$36,000
Geotechnical Engineering and Retaining Wall Design	$25,000
Lighting and Electrical Plans	$18,000
Right-Of-Way Plan Phase (85%)	$40,500
Utility, Right-of-Way, and Permitting Coordination	$5,000
Final Construction Plans (100%)	$13,500
Bidding and Administration	$10,000

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this proposal for engineering and surveying services. In accordance with your request, the following is a summary of our proposed scope of work and fee structure.

This proposal is valid for 90 days from the date this letter was sent for your review. The budget and timeframe for this proposal shall be renegotiated if it hasn't been signed within this period of time.

We look forward to working with you on this project. Please do not hesitate to contact us with any questions or if you require additional information.

Sincerely,

Jeff Beckett

Jeff Beckett, P.E.
Transportation Team Leader

AUTHORIZATION TO PROCEED:

By:_____ Date:_____

Attachments: CCI Standard Hourly Rates
CCI Terms and Conditions

SCOPE OF WORK

A. TOPOGRAPHIC AND PROPERTY SURVEY

i. Topographic Survey, including planimetric and utilities.
   - Utility survey does not include location of underground utilities.
   - Above grade and underground utilities will be shown based on visible appurtenances, public records, and/or maps provided by the utility owners.

ii. Property Survey includes right of way and property owner research.

B. PRELIMINARY PLANS

i. Title Sheet
ii. Typical Sections
iii. Right-of-Way Notes, Utility Notes, and Utility Owners
iv. Property Map
v. Present Layout
vi. Right-of-Way Details
vii. Proposed Layout
viii. Profiles
ix. Drainage Maps and Culvert Cross Sections
x. Signing and Pavement Marking
xi. Roadway Cross-Sections
xii. Preliminary Traffic Control Plans (general construction phasing)
xiii. Preliminary Engineering Construction Cost Estimate

C. ROW PLANS

i. Preliminary Plans Finalized
ii. Property Maps, Acquisition Tables, and ROW Detail Sheets Finalized
iii. Drainage Maps, Culvert Cross Sections and Drainage Design Finalized
iv. Erosion Prevention and Sediment Control Phased Sheets for Permitting
v. Preliminary Engineering Construction Cost Estimate

D. UTILITY, RIGHT-OF-WAY, AND PERMITTING COORDINATION

i. During Surveying phase, contact all utility owners for utility infrastructure mapping and coordination of project limits.
ii. During Preliminary plan phase, utility coordination to determine potential impacts.
iii. During ROW Plan phase, utility coordination for potential relocations and schedules.

iv. Right-of-Way Coordination with Knox County. CCI to provide legal descriptions for easements and right-of-way acquisition. (Does not include property assessment or acquisition services)
v. Tennessee Department of Environmental and Conservation Permitting (including NPDES, SWPPP and ARAP permitting if necessary)
vi. Tennessee Department of Transportation Permitting along a State Route

E. FINAL CONSTRUCTION PLANS

i. Incorporate ROW plans to Construction Plans
ii. List of Standard Drawings (TDOT specifications)
iii. Estimated Quantities and Tabulated Quantities
iv. General and Special Notes
v. Engineer's Construction Cost Estimate
vi. Prepare bid book and technical specifications.
vii. Attend and facilitate Pre-Bid Meeting and Bid Opening.
viii. Respond to contractor's questions for clarification.
ix. Prepare and distribute Bid Addenda as needed.
x. Provide Bid Tabulation and Award recommendation.

ADDITIONAL SERVICES

The following services are not included in this proposal and may require an amended budget:

1. Utility Design and Relocation
2. Complete Construction Engineering Inspection
3. Construction Staking Services

FEE STRUCTURE

Based on our understanding of this project, the proposed budget for the scope of work described is **$165,500.** CCI will invoice this on a lump sum basis, with monthly invoices to be issued in accordance with monthly estimates of the percent completion of the project. Additional services that may become necessary beyond the project scope of work will be invoiced on an hourly basis at the then-current CCI standard hourly rates. In the unforeseen event the scope of work significantly changes requiring an amended budget, a revised proposal will be submitted for your approval prior to proceeding.

CCI will start work immediately upon authorization to proceed. Reference is made to the attached CCI Standard Terms and Conditions to be included as part of this proposal.

SCHEDULE OF CHARGES – HOURLY RATE BASIS

PROJECT MANAGEMENT & DESIGN

Senior Project Manager	$240.00 per hour
Project Manager	$215.00 per hour
Senior Project Engineer	$195.00 per hour
Project Engineer	$180.00 per hour
Senior Engineering Designer	$165.00 per hour
Engineering Designer	$150.00 per hour
Project Technician II	$130.00 per hour
Project Technician I	$110.00 per hour

Rates for Principles and other Professionals/Experts provided upon request as specific project necessitates.

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

Effective: January 2025

TERMS AND CONDITIONS ***(Knox County Version per Knox County Law Dept. comments dated June 2002, January 2013, and December 2022)***

PROJECT: Roundabout Intersection Improvements
S. Northshore Drive at Concord Road (S.R. 332)

CLIENT: Knox County, Tennessee
205 West Baxter Avenue
Knoxville, TN 37917

1. ACCESS TO THE SITE / JOBSITE SAFETY:

Unless otherwise stated, CANNON & CANNON, INCORPORATED, hereinafter referred to as the CONSULTANT will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities.

The CLIENT understands that the CONSULTANT has not been retained and is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction related activities, nor jobsite safety.

2. INDEMNIFICATIONS:

If any claim is brought against the CLIENT by any third party, relating in whole or in part to the negligence of the CONSULTANT, CONSULTANT shall indemnify the CLIENT against any loss or judgment, including attorneys' fees and costs, to the extent that such loss or expense is caused by the CONSULTANT'S negligence.

The CONSULTANT is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

3. INSURANCE:

The CONSULTANT shall secure and maintain such insurance as will protect the CONSULTANT from claims of negligence, bodily injury, death, or property damage which may arise from the performance of services under this Agreement.

4. RISK ALLOCATION / LIMITATION OF LIABILITY:

Not Applicable

5. OWNERSHIP AND REUSE OF DOCUMENTS:

All drawings, specifications (i.e., the Contract Documents) and other work products of the CONSULTANT pursuant to this Agreement shall remain property of the CONSULTANT and are instruments of service in respect to the Project only. They are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to the CONSULTANT.

6. OPINIONS OF CONSTRUCTION COST:

Any opinion of probable construction cost prepared by the CONSULTANT represents the CONSULTANT'S judgment as design professionals and is supplied for general guidance of the CLIENT. Since the CONSULTANT has no control over the construction marketplace, the CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.

7. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:

Where it is understood and agreed to that said Agreement does not include project observation or the review of the Contractor's performance or any construction phase services, the CLIENT shall be responsible at their sole discretion for such services. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for these services as provided for in the Agreement.

8. OTHER CONDITIONS:

Not Applicable

9. TERMINATION:

The obligation to provide further services under this Agreement may be terminated without cause by either party upon seven (7) days written notice. On termination by either the CLIENT or the CONSULTANT, the CLIENT shall pay the CONSULTANT with respect to any services satisfactorily performed to the date of termination (including all reimbursable expenses incurred).

10. DISPUTES RESOLUTION:

Not Applicable

11. GOVERNING LAW; VENUE

This Agreement shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum. CONSULTANT agrees to comply with all applicable laws, regulations and statutes having application to the Agreement, including Tenn. Code Ann. §4-18-101 et seq.

END OF TERMS AND CONDITIONS

RLA-17411 **R-25-6-408**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with APAC-Atlantic, Inc. for the provision of hot mix hauling and placement services for Fiscal Year 2026.
(Engineering and Public Works)

Attachments

Resolution
HotMix-APAC_FY2026

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH APAC-ATLANTIC, INC. FOR THE PROVISION OF HOT MIX HAULING AND PLACEMENT SERVICES FOR FISCAL YEAR 2026.

RESOLUTION: **R-25-6-408**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County and its Engineering and Public Works Department desire to have a contractor provide hot mix hauling and placement services for Fiscal Year 2026; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that APAC-Atlantic, Inc. submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with APAC-Atlantic, Inc. is effective beginning on July 1, 2025 and ending on June 30, 2026; and

WHEREAS, APAC-Atlantic, Inc. has the necessary qualifications to perform the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with APAC-Atlantic, Inc. for the provision of hot mix hauling and placement services for Fiscal Year 2026 is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with APAC-Atlantic, Inc. for the provision of hot mix hauling and placement services for Fiscal Year 2026 shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

APAC-Atlantic, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and APAC-Atlantic, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Hot Mix Hauling and Placement Services FY 2026, (Invitation for Bids #3659) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bids, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3659 for Hot Mix Hauling and Placement Services FY 2026 per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3659. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Hot Mix Hauling and Placement Services FY 2026 detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Hot Mix Hauling and Placement Services FY 2026 in the fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Hot Mix Hauling and Placement Services FY 2026, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Hot Mix Hauling and Placement Services FY 2025 for Knox County in accordance with Invitation for Bids #3659.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3659
B. Contractor's Response to Invitation for Bids #3659

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

APAC-Atlantic, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3659

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Hot Mix Hauling and Placement Services FY 2026** as specified herein. Bids must be received by **2:00 p.m. local time** on **May 21, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3659
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (IFB).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addressees and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Submission by facsimile or email is strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County may consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper,
1.19.2 Not include pages of unnecessary advertising,
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **May 7, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance (Attachment C).

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to obtain a Contractor(s) to augment the efforts of the Knox County Engineering and Public Works Department with Hot Mix Hauling and Placement Services and various other roadway items. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost and service quality, which includes previous work history and performance on similar roadway improvements.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) **will be required** to set up separate accounts for Knox County Engineering and Public Works, Knox County Schools, Knox County Parks and Recreation, and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Engineering and Public Works
Attn: Samantha Chittum
205 West Baxter Avenue
Knoxville, TN 37917

3.3.2 Invoices for Knox County Schools:
Knox County Schools Maintenance & Operations
Attn: Purchasing Supervisor
900 East Fifth Avenue
Knoxville, TN 37917

3.3.3 Invoices for Knox County Parks and Recreation:
Knox County Parks and Recreation
Attn: Rob Blake
2447 Sutherland Avenue
Knoxville, TN 37919

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. If items are to be added, Knox County and the Contractor(s) will arrive at a mutually agreed upon price. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **ALTERNATE MATERIALS:** The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications pertaining to the material or article, only the specified item shall be used.

In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for the written approval of the County no less than five (5) business days prior to the bid opening. No bid will be accepted which bids to use a non-approved alternate. The County shall notify all bidders of any approved alternates by addendum only. The County reserves the right to reject any or all bids.

3.6 **AWARD STATUS:** Knox County intends to issue a one (1) year award; the inclusive dates will be July 01, 2025 through June 30, 2026. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.7 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.8 **BID ENVELOPE COVER:** The bid envelope cover sheet **must** be completed and attached to the **outside** of your bid. **Failure to do so will result in the rejection of your bid.**

3.9 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.10 **CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract (e.g. CDL license). Certifications of technicians **shall be included** in the bid package. It shall be the awarded vendor's responsibility to maintain current certifications with Knox County Procurement for the duration of the Contract.

3.11 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.12 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working email. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.13 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.14 **CONSTRUCTION PROJECTS:** Any construction undertaking, for which the total cost of the project is Twenty-Five Thousand Dollars ($25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no solicitation will be opened unless the outside of the sealed envelope containing the solicitation provides the following information: The Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the solicitation.

If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars ($25,000), the solicitation envelope is to be annotated with the phrase "Subcontractor's Bid is less than $25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the solicitation. If no subcontractors are being used, the outside of the envelope must state, "No subcontractors are being used on this project." **All solicitations must be submitted in one envelope. Bidder must use the Bid Envelope Cover Sheet provided with the Invitation for Bid.**

3.15 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues.

In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.16 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.17 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the County any conflicts that may occur among the various provisions of the specifications and plans. The County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict.

Failure of the Contractor to bring conflicts or exceptions to the attention of the County shall allow the County to require any changes deemed necessary before acceptance by the County.

3.18 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department. All shipping charges must be noted under the delivery fee along with a minimum volume for delivery.

Asphalt materials shall be delivered in an efficient manner such that the paving operation is continuously moving. Prior to work commencing Knox County and the contractor shall discuss and agree upon the required number of trucks for efficient delivery and paving operations.

All deliveries must be unloaded and placed in the location desired by Knox County. No deliveries will be made outside of Knox County unless it is through cooperative purchasing.

3.19 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit (Attachment B) required by Public Acts, 2000, Chapter 918.

3.20 **EQUIPMENT REQUIREMENTS:** Prior to each specific job beginning, Knox County and the Contractor shall agree upon the appropriate paving equipment needed for the job. For example, roadways less than 20 feet in width will require a paver with an 8-foot screed. Electronic screed control may be required on roadways with a posted speed limit of 35 mph and higher, as deemed necessary by Knox County.

3.21 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	100 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.22 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.23 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.24 **FORCE MAJEURE:** The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of the vendor, may impact distribution costs. The pricing offered as a result of this bid is to be based upon known and calculated expenses; therefore should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the vendor may request relief only for the duration of said occurrence.

3.25 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.26 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.27 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.28 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.29 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

Contractor(s) may be asked to submit a sample copy of their invoice for review during evaluation of this IFB; account information may be deleted.

3.29.1 The invoice must show the amount due to the Contractor by Knox County.
3.29.2 All invoices shall be submitted within thirty (30) days of work being performed.
3.29.3 The invoice must show: daily work quantities and detailed breakdown of TDOT AC adjustments, a copy of the approved mix design that was used in the project(s) being invoiced, as well as any additional information as required by Knox County.
3.29.4 Invoices are to be original and uniquely pre-numbered.
3.29.5 Submit original invoice and one (1) exact copy.
3.29.6 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desire to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.30 **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

3.31 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.

3.32 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.33 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.34 **NOTIFICATION:** The Contractor will be solely responsible for notifying the residents of all subdivision roads (and any other road Knox County deems necessary) of the planned work by the use of signage. The signage will be provided by Knox County and installed by the Contractor a minimum of seventy-two (72) hours in advance of work to be done. The cost of this item shall be included in the cost of other items and no separate pay item will be considered. In the event the successful Contractor does not adhere to these notification requirements, paving operations shall be suspended until the seventy-two (72) hours of required notification is met.

3.35 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.36 **ON-SITE SUPERVISION REQUIREMENT:** The successful contractor shall have a crew supervisor on site at all times when work is performed. Prior to work being performed, the contractor shall notify Knox County of who the crew supervisor shall be for the upcoming work. At no time, shall the County inspection staff be required to direct means and methods of Contractor's duties.

3.37 **PERFORMANCE AND PAYMENT BOND:** The successful vendor(s) shall be required to execute a performance and payment bond in the amount of **$6,000,000.00** upon execution of the written Contract. This bond shall be in full force until June 30, 2026, at which time the executed Contract will expire. Contractor's costs associated for the Performance and Payment Bond must be included in their cost per ton or item, as specified.

3.38 **PERSONAL PROPERTY:** The successful vendor(s) shall be fully responsible for all personal property located within the area to be paved. This shall include, but not be limited to vehicles, mailboxes, driveway culverts, flower gardens, poles, etc. The successful vendor(s) shall make immediate notification to the Knox County inspector assigned to that project if damage occurs. The property owner shall also be notified immediately, and a course of corrective action discussed and agreed upon at the earliest possible time; in no event shall the vendor(s) exceed forty-eight (48) hours to notify the property owner of damage to their personal property.

3.39 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.40 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for the Contract period of July 01, 2025 through June 30, 2026. The price per ton shown in Section VI shall include all costs for final placement according to TDOT specifications or as directed by the Knox County Engineering and Public Works Department. Knox County shall pay for obtaining pavement samples and analysis after placement by Contractor. Knox County will only pay for material placed and compacted. In the event the contractor brings excess asphalt, it will be the contractor's responsibility to dispose of without cost to Knox County.

3.41 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.42 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. It shall be the successful Contractor's sole responsibility to verify specific job quantities prior to beginning work for approved jobs.

3.43 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.44 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.45 **SAFETY:** Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

3.46 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto.

The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.47 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.48 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.49 **TDOT REQUIREMENTS:** A portion of the road projects to be paved under this contract may qualify for the Tennessee Department of Transportation (TDOT) State Aid Program. For any projects approved under the State Aid Program, the Contractor must comply with the following TDOT conditions:

3.49.1 Conflicts of Interest: The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

3.49.2 Non-Discrimination: The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to the discrimination in the performance of this Agreement or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor shall, upon request, show proof of nondiscrimination and shall post inconspicuous places, available to all employees and applications, notices of discrimination.

3.49.3 Records: The Contractor and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Section 3.49.4 (b) of this certification; and

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

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of Sections 3.49.4 (a-d).

3.50 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **May 7, 2025**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

4.1 **SCOPE OF WORK:** This work shall consist of hot mix hauling and placement services for Knox County. The awarded Contractor(s) will both haul and place asphalt and concrete as requested by the Knox County Engineering and Public Works Department on an as-needed basis.

4.2 **ASPHALT LEVELING COURSE:** Knox County will periodically ask the Contractor to level "rough" sections of roadway, resulting from weak shoulders, utility cuts, rutting, dips, etc. with a yet to be determined quantity of ACS Mix (PG 64-22) (BPMLC-HM) Grading CS or C.

4.3 **BITUMINOUS PLANT LEVELING FOR WEARING SURFACE:** These specifications cover bituminous plant mix (leveling) for wearing surface. It shall be used where and as indicated by the Knox County Engineering and Public Works Department.

4.4 **CONCRETE CURB:** Curbing to be installed and meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021 as well as Knox County Standard Drawing, Standard Drawing RP-SC-1, Standard Drawing RP-VC-10 and/or Standard Drawing RP-VC-11.

4.5 **CONCRETE HAULING:** Hauling of concrete mixes for curbing shall conform to TDOT Road and Bridge Standard Specifications (January 01, 2021), including batch times, compressive strengths, slump, air content, etc. or Knox County may reject without payment.

4.6 **CONCRETE SIDEWALK:** Sidewalk to be installed and meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021, and Standard Drawing MM-SW-1. In addition, cost of sidewalk in square feet will include two (2) inches of mineral aggregate type A base, grading D to serve as a base for concrete placement.

4.7 **CONCRETE HANDICAP RAMP:** All ramps to be installed must meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021. The price of ramps shall include the installation of truncated domes and all features as noted in TDOT standard drawings MM-CR-1 through MM-CR-9.

4.8 **HAULING:** Hauling shall begin at the plant of the asphalt supplier. Destination and routes to and from the plant are to be determined by the Knox County Engineering and Public Works Department, with each load being weighed at the asphalt plant. Knox County reserves the right to weigh materials at the plant and to receive tickets at the site. Asphalt loaded into trucks at the plant will not be less than 320 degrees Fahrenheit. Tarps to cover mix will be left to the discretion of the Knox County Engineering and Public Works Department.

4.9 **HOLIDAY WORK RESTRICTIONS:** Work performed on Federal and observed Knox County holidays require seventy-two (72) hour advance notice and approval prior to commencing work. Knox County may also restrict work hours on other days in order to mitigate holiday traffic.

4.10 **MATERIALS:** Any material supplied by the Contractor under the provisions of these specifications and plans shall be new or recycled materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the County. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design. Type IV aggregate will not be permitted as a coarse aggregate. The asphaltic concrete surface, Grade D shall meet the requirements of TDOT Standard Specifications for Road and Bridge Construction (January 01, 2021) Sections 411 and 903.11, or any subsequent revisions.

4.11 **MINERAL AGGREGATE BASE TYPE A, GRADING D:** Placement of base stone shall be at the direction of Knox County on a properly prepared sub grade. The means and methods shall be in conformance with TDOT Section 303, including but not limited to delivery, spreading, shaping, compaction, etc.

4.12 **MIX DESIGNS:** The contractor shall provide and receive written approval from Knox County on all mix designs for all mixes to be used as part of this contract prior to the placement of any product. In addition, all mix designs shall have a unique Knox County mix design number and this design number shall be placed on all tickets. In the event any mix is delivered to the jobsite without a ticket specifying the mix design, the load(s) will be rejected and no payment will be offered for these quantities.

4.13 **MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped, and operated that the processing of the materials results in a uniform and satisfactory product meeting the requirements of the specifications and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.

4.14 **PLACEMENT SPECIFICATIONS:** The asphalt will be placed on the road with an asphalt paver, the size being determined by the Knox County Engineering and Public Works Department. The Contractor shall use rollers for compaction. All joints and driveway transitions are to be made to meet the Knox County Engineering and Public Works' requirements, which shall include milling all tie-in joints. Specifically, all transverse joints left overnight shall be constructed using a paper joint procedure.

4.15 **PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this Contract. The Basic Bituminous Material Index for this Contract will be ***(April 2025) $600.00 per ton for PG 64-22 and $667.50 per ton for PG 70-22***.

4.16 **RAILROAD CROSSINGS:** Knox Count shall be notified prior to any paving project that will cross a railroad line, so that Knox County can coordinate the work with the railroad.

4.17 **RECYCLED MATERIAL:** Recycled Asphalt Pavement (RAP) may be utilized in this project. Bidders must specify whether they intend to use Recycled Asphalt Pavement in their bid response. The use of Recycled Asphalt Pavement shall meet the requirements established by the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction dated January 01, 2021, as amended by that organization or its successor. Bidders may not use crushed slag as a coarse or fine aggregate for any asphaltic material utilized in the Contract.

4.18 **RESPONSE TIME:** The contractor(s) shall commence work no later than fourteen (14) calendar days from notice by Knox County of our intentions to place any specified pay items. In the event the contractor fails to do so, Knox County may levy fines of Seven Hundred Fifty Dollars ($750.00) per day for each day the work isn't commenced as directed.

4.19 **SPEED HUMPS:** Speed humps shall be constructed to the design and tolerances set forth by the Institute of Transportation Engineers, Guidelines for the Design and Application of Speed Hump (see attached typical section) and attached Knox County Standard Drawing (Attachment D).

4.20 **SURFACE PREPARATION:** All equipment necessary for the satisfactory performance of this construction shall be on hand and approved before work will be permitted to begin. The equipment shall include a power broom or other mechanical sweeping equipment, pressure distributor and such other equipment and small tools as may be required to perform the work in a satisfactory manner. In addition, prior to any paving being commenced the existing surface shall be clean, dry and free from any debris (e.g., millings and leaves). Knox County shall inspect this surface prior to paving and approve the cleanliness of the surface prior to any asphalt being placed.

4.21 **TACK COAT:** The Contractor(s) shall furnish a trackless tack coat (403-02.01) and distributor as required by section 403 of the Tennessee Department of Transportation standard specifications for road and bridge construction dated January 01, 2021. The price of this tack coat shall be included in the price per ton of asphalt used and no separate payment will be authorized.

4.22 **THICKNESS AND SURFACE REQUIREMENTS:** The Contractor(s) shall furnish a grader for ditches and shoulders and a broom to clean the road before resurfacing. Each surface course shall have a thickness to be determined by the Knox County Engineering and Public Works Department. Refer to Section 407 of the Tennessee Department of Transportation standard specifications for road and bridge construction dated January 01, 2021 for grading "D" requirements.

4.23 **TDOT REGULATIONS:** All hot mix must meet the Tennessee Department of Transportation, Bureau of Highways, Standard Specifications for road and bridge construction as outlined in the various sections of 307 and various Sections of 411 of specifications dated January 01, 2021, or any subsequent revisions.

4.24 **USE OF MULTIPLE CREWS:** The Contractor may use multiple crews only after receiving prior approval to do so by Knox County.

4.25 **UTILITIES:** It will be the sole responsibility of the contractor(s) to notify all affected utilities of any planned work and make the necessary accommodations in regard to raising valves, manholes, etc. No separate payment will be made for this coordination and work but will be included in the price of other items.

4.26 **WEATHER LIMITATIONS:** The Contractor shall refer to Section 407.09 of the Tennessee Department of Transportation Standard Specifications for road and bridge construction dated January 01, 2021.

4.27 **WEIGHT:** All trucks may be subject to be weighed on any scale as designated by the Knox County Engineering and Public Works Department.

****Please note that it is not necessary to return pages one (1) through fifteen (15) with your response.**
You must complete and return pages sixteen (16) through twenty-five (25).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.12	**Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
5.13	**Did you complete and include the Tennessee Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.14	**Will you allow Knox County designees to tour and inspect your facility as per Section 2.20?**	**YES**	**NO**
5.15	**Did you attach your completed Bid Envelope Cover as detailed in Section 3.8?**	**YES**	**NO**
5.16	**Did you include your certifications as detailed in Section 3.10?**	**YES**	**NO**

SECTION V VENDOR INFORMATION FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 – CONTINUED

VENDOR NAME: _____

5.17	**Did you complete and include the Drug Free Affidavit as detailed in Section 3.19?**	**YES**	**NO**
5.18	**Did you include your fully executed Insurance Checklist as detailed in Section 3.26?**	**YES**	**NO**
5.19	**Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.31?**	**YES**	**NO**
5.20	**Do you intend to use Recycled Asphalt Pavement as detailed in Section 4.17?**	**YES**	**NO**
5.21	**Can you meet the Response Time as detailed in Section 4.18?**	**YES**	**NO**
5.22	**Do you have a power broom adequate to clean and prep pavement surfaces for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.23	**Do you have a motor grader that will be available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.24	**Do you have a 10' paver available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.25	**Do you have an 8' paver available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.26	**Do you have a functioning automatic screed control available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.27	**Do you have a milling machine with a 7' minimum width available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.28	**Do you have a skid steer mounted cold planer available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.29	**Do you have adequate trucking available for Knox County projects to keep paving operations moving throughout the day?**	**YES**	**NO**
5.30	**Would additional trucks be available at the request of Knox County, if needed?**	**YES**	**NO**
5.31	**Do you have adequate equipment to meet compaction requirements for Knox County projects?**	**YES**	**NO**
5.32	**Do you have a TDOT approved hot mix plant? If yes, attach current certification(s).**	**YES**	**NO**
5.33	**Do you have equipment to place concrete curbing available for Knox County projects?**	**YES**	**NO**
5.34	**Do you have equipment and personnel available for Knox County projects to install ADA compliant sidewalks and ramps?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

VENDOR NAME: _____

6.1 July 1, 2025 through June 30, 2026 Section 411-01.10 ACS Mix (PG 64-22) Grading D per T.D.O.T. Specification 407.09

Estimated 32,000 tons at $_____ Per Ton F.O.B. Destination

Contingency Quantity of Virgin Asphalt 411-01.14 ACS Mix (PG 64-22) Grading D Virgin Mix per T.D.O.T.

Specification 407.09 at $_____ per ton F.O.B. Destination

Note: Vendors are hereby cautioned that these are estimated quantities. No guarantee is given or implied to the actual quantities to be used under this Contract.

6.2 Section 411-02.10 ACS Mix (PG 70-22) Grading D per Ton

To be used for higher traffic roadways at $_____ per Ton F.O.B. Destination

6.3 Section 411 ASC Mix (hot mix) Grading D or Grading E, Asphalt Curbing or Berm per LF

To be used for driveway berms, re-establishing curbs, etc. at $_____per Linear Foot F.O.B. Destination

6.4 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS per Ton

To be used for leveling at $_____per Ton F.O.B. Destination

6.5 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS per Ton

To be used for parking lot paving at $ _____ per Ton F.O.B. Destination

6.6 Section 307-01.09 ACS Mix (PG 64-22) Grade C per Ton

To be used for leveling at $_____ per Ton F.O.B. Destination

6.7 Section 307-01.08 ACS Mix (PG 64-22) (BPMB-HM) Grading B-M2 per Ton

To be used for base binder at $_____ per Ton F.O.B. Destination

6.8 Section 307-01.01 ACS (PG 64-22) Grading A per Ton

To be used for base binder at $ _____ Per Ton F.O.B. Destination

6.9 Section 307-01.20 ACS (PG 64-22) (BPMB-HM) Grading AS per Ton

To be used for base binder at $_____ per Ton F.O.B. Destination

6.10 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Ton – Estimated 18,000 Tons

To be used on local, low volume roadways only at $_____ per Ton F.O.B. Destination

6.11 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Speed Hump

To be used for speed hump construction at $_____ per Speed Hump F.O.B. Destination

6.12 Section 411-03.08 (PG70-22) Thin Lift Asphalt per Ton

At $_____ per Ton F.O.B. Destination

SECTION VI VENDOR PRICING FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: _____

6.13 Section 702-01.01 Extruded Mountable Curb per LF

To be used for installation of concrete extruded mountable curb on base binder, all labor necessary to tie curb into catch basin frames will be included in price per LF.

at $_____ per Linear Foot of curb F.O.B. Destination

6.14 Section 702-03 Concrete Combined Curb and Gutter per CY

To be used for installation of concrete curbs and gutter on base stone

at $_____ per Cubic Yard of concrete F.O.B. Destination

6.15 Section 701-01.01 Concrete Sidewalk (4") per SF

To be used for installation of concrete sidewalk; price per SF to include base stone at 2" depth

at $_____ per Square Foot of sidewalk F.O.B. Destination

6.16 Section 701-02.03 Concrete Handicap Ramp per SF

To be used at all intersections for handicap access

at $_____ per Square Foot of Concrete Handicap Ramp F.O.B. Destination

6.17 Section 303-01.01 Mineral Aggregate Type A Base, Grading D per Ton

at $_____per Ton installed on prepared subgrade F.O.B. Destination

6.18 Pavement/Soil Removal per CY NOTE: Price to also include hauling/disposal of all excavated material.

To be used on soft areas prior to applying final surface, including any necessary saw cutting as deemed necessary by Knox County.

at $_____ per Cubic Yard F.O.B. Destination

6.19 Adjusting Manhole Frames at $_____ per Each

6.20 Adjusting Valve Boxes at $_____ per Each

6.21 Section 415-01.01 Cold Planning (Milling) Bituminous

6.21.1 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement- Profile Milling

at $_____ per Ton milled F.O.B. Destination

6.21.2 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement – Wedge Milling

at $_____ per Ton milled F.O.B. Destination

6.22 Skid Steer with Planer (to be used for the milling of small areas)

at $_____ per Hour, including operator and machine

SECTION VI VENDOR PRICING FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: _____

6.23 Concrete Curb 6" Sloping Detached (mountable) Type A (STD Drawing RP-VC-10)

at $ _____ per Linear Foot F.O.B. Destination

6.24 403-02.01 - Trackless Tack Coat (TC) – material install ONLY - to be applied to roads at Knox County's direction prior to County paving staff resurfacing said roadway(s)

at $ _____ per Ton.

6.25 701-02.01 – Concrete Curb Ramp (Retrofit)

at $ _____ per Square Foot F.O.B. Destination

6.26 407-20.05 – Saw Cutting Asphalt Pavement

at $ _____ per Linear Foot F.O.B. Destination

6.27 502-04.01 – Sawing Concrete Pavement Full Depth

at $ _____ per Linear Foot F.O.B. Destination

6.28 Skid Steer

at $ _____ per Hour, including operator and machine

6.29 Hydraulic Mini Excavator

at $ _____ per Hour, including operator and machine

6.30 Rubber Tired Backhoe (CAT 420 or equal)

at $ _____ per Hour, including operator and machine

6.31 Dump Truck (14 Yard Bed) Tri-Axle

at $ _____ per Hour, including operator and machine

6.32 Special Projects – To be used on locations where minor incidental work needs to be completed prior to paving (e.g. adjusting frame and grates on catch basins)

6.32.1 Laborer $ _____ per Hour

6.32.2 Foreman $ _____ per Hour

6.32.3 Materials cost plus _____ % markup

6.33 Police Patrol Car with Lights, to be used for Traffic Control at $_____per Hour.

6.34 Nighttime Paving Operations (Contractor to provide all necessary lighting and lighting equipment for crew safety).

$_____ Lump Sum per Project

6.35 TDOT Item 713-16.01 Changeable Message Boards at $_____ per Day F.O.B. Destination

Failure to provide any of the above or requested information in this IFB may be cause for disqualification.

ATTACHMENT A
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3659

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO- SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: _____Authorizing Signature: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: _____ Authorizing Signature: _____

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3659

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3659

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

BID ENVELOPE COVER

NAME OF PROJECT: **Hot Mix Hauling and Placement Services FY 2026**
Invitation for Bids #3659

SEALED BIDS WILL BE RECEIVED BY:

Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **2:00 p.m. local time** (TIME) **May 21, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY / STATE / ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ (if applicable to this project) _____ Dollar Limit

ARE SUB-CONTRACTORS TO BE USED ON THIS PROJECT? **YES** **NO**

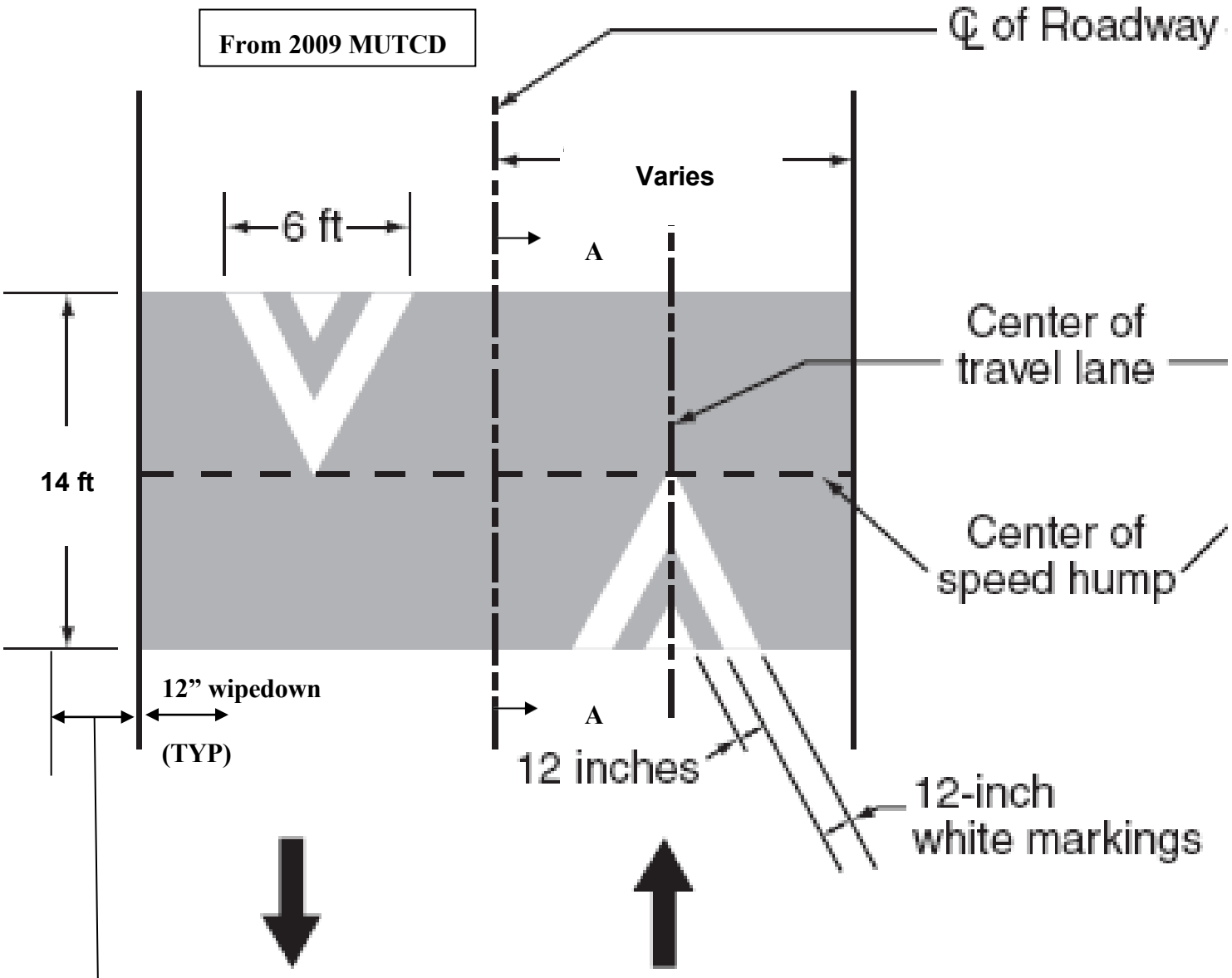
BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

PLACE THIS COVER SHEET ON THE OUTSIDE OF SEALED BID.

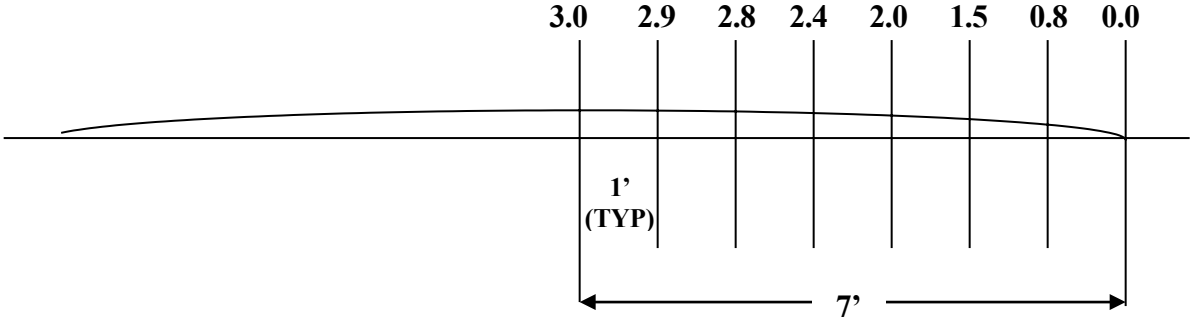
ATTACHMENT D

Typical Design and Markings for Speed Hump

From 2009 MUTCD



Section A-A



Attachment B

Contractor's Response
to
Invitation for Bids #3659

ORIGINAL

SECTION V VENDOR INFORMATION FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: APAC - ATLANTIC, INC.

5.2 Vendor number as assigned by Knox County: 11311

5.3 Street Address: 1431 CENTERPOINT BLVD., SUITE 100

City: KNOXVILLE State: TN Zip: 37932

5.4 Contact Person: KODY HARRIS

5.5 Telephone Number: 865-310-6132

5.6 Vendor's Email address: KODY.HARRIS@HARRISONCC.COM

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Robert E. Hill, VICE PRESIDENT
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: 1000367721
(If Applicable) *Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 YES Addendum 2 YES Addendum 3 YES Addendum 4 YES

5.10 Do you accept the terms and conditions of the bid? (YES) NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you include the correct number of exact copies as detailed in Section 1.9? (YES) NO

5.12 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? (YES) NO

5.13 Did you complete and include the Tennessee Criminal History Affidavit as detailed in Section 2.7? (YES) NO

5.14 Will you allow Knox County designees to tour and inspect your facility as per Section 2.20? (YES) NO

5.15 Did you attach your completed Bid Envelope Cover as detailed in Section 3.8? (YES) NO

5.16 Did you include your certifications as detailed in Section 3.10? (YES) NO

SECTION V VENDOR INFORMATION FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 – CONTINUED

VENDOR NAME: APAC - ATLANTIC, INC.

5.17	Did you complete and include the Drug Free Affidavit as detailed in Section 3.19?	YES	NO
5.18	Did you include your fully executed Insurance Checklist as detailed in Section 3.26?	YES	NO
5.19	Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.31?	YES	NO
5.20	Do you intend to use Recycled Asphalt Pavement as detailed in Section 4.17?	YES	NO
5.21	Can you meet the Response Time as detailed in Section 4.18?	YES	NO
5.22	Do you have a power broom adequate to clean and prep pavement surfaces for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.23	Do you have a motor grader that will be available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.24	Do you have a 10' paver available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.25	Do you have an 8' paver available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.26	Do you have a functioning automatic screed control available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.27	Do you have a milling machine with a 7' minimum width available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.28	Do you have a skid steer mounted cold planer available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.29	Do you have adequate trucking available for Knox County projects to keep paving operations moving throughout the day?	YES	NO
5.30	Would additional trucks be available at the request of Knox County, if needed?	YES	NO
5.31	Do you have adequate equipment to meet compaction requirements for Knox County projects?	YES	NO
5.32	Do you have a TDOT approved hot mix plant? If yes, attach current certification(s).	YES	NO
5.33	Do you have equipment to place concrete curbing available for Knox County projects?	YES	NO
5.34	Do you have equipment and personnel available for Knox County projects to install ADA compliant sidewalks and ramps?	YES	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

VENDOR NAME: APAC-ATLANTIC, INC.

6.1 July 1, 2025 through June 30, 2026 Section 411-01.10 ACS Mix (PG 64-22) Grading D per T.D.O.T. Specification 407.09

Estimated 32,000 tons at $ 126.00 Per Ton F.O.B. Destination

Contingency Quantity of Virgin Asphalt 411-01.14 ACS Mix (PG 64-22) Grading D Virgin Mix per T.D.O.T.

Specification 407.09 at $ 134.75 per ton F.O.B. Destination

Note: Vendors are hereby cautioned that these are estimated quantities. No guarantee is given or implied to the actual quantities to be used under this Contract.

6.2 Section 411-02.10 ACS Mix (PG 70-22) Grading D per Ton

To be used for higher traffic roadways at $ 133.50 per Ton F.O.B. Destination

6.3 Section 411 ASC Mix (hot mix) Grading D or Grading E, Asphalt Curbing or Berm per LF

To be used for driveway berms, re-establishing curbs, etc. at $ 13.00 per Linear Foot F.O.B. Destination

6.4 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS per Ton

To be used for leveling at $ 124.00 per Ton F.O.B. Destination

6.5 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS per Ton

To be used for parking lot paving at $ 135.00 per Ton F.O.B. Destination

6.6 Section 307-01.09 ACS Mix (PG 64-22) Grade C per Ton

To be used for leveling at $ 120.00 per Ton F.O.B. Destination

6.7 Section 307-01.08 ACS Mix (PG 64-22) (BPMB-HM) Grading B-M2 per Ton

To be used for base binder at $ 104.00 per Ton F.O.B. Destination

6.8 Section 307-01.01 ACS (PG 64-22) Grading A per Ton

To be used for base binder at $ 104.00 Per Ton F.O.B. Destination

6.9 Section 307-01.20 ACS (PG 64-22) (BPMB-HM) Grading AS per Ton

To be used for base binder at $ 102.00 per Ton F.O.B. Destination

6.10 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Ton – Estimated 18,000 Tons

To be used on local, low volume roadways only at $ 117.00 per Ton F.O.B. Destination

6.11 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Speed Hump

To be used for speed hump construction at $ 3,200.00 per Speed Hump F.O.B. Destination

6.12 Section 411-03.08 (PG70-22) Thin Lift Asphalt per Ton

At $ 124.00 per Ton F.O.B. Destination

SECTION VI VENDOR PRICING FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: APAC-ATLANTIC, INC.

6.13 Section 702-01.01 Extruded Mountable Curb per LF

To be used for installation of concrete extruded mountable curb on base binder, all labor necessary to tie curb into catch basin frames will be included in price per LF.

at $ 12.75 per Linear Foot of curb F.O.B. Destination

6.14 Section 702-03 Concrete Combined Curb and Gutter per CY

To be used for installation of concrete curbs and gutter on base stone

at $ 450.00 per Cubic Yard of concrete F.O.B. Destination

6.15 Section 701-01.01 Concrete Sidewalk (4") per SF

To be used for installation of concrete sidewalk; price per SF to include base stone at 2" depth

at $ 18.00 per Square Foot of sidewalk F.O.B. Destination

6.16 Section 701-02.03 Concrete Handicap Ramp per SF

To be used at all intersections for handicap access

at $ 45.00 per Square Foot of Concrete Handicap Ramp F.O.B. Destination

6.17 Section 303-01.01 Mineral Aggregate Type A Base, Grading D per Ton

at $ 40.00 per Ton installed on prepared subgrade F.O.B. Destination

6.18 Pavement/Soil Removal per CY NOTE: Price to also include hauling/disposal of all excavated material.

To be used on soft areas prior to applying final surface, including any necessary saw cutting as deemed necessary by Knox County.

at $ 45.00 per Cubic Yard F.O.B. Destination

6.19 Adjusting Manhole Frames at $ 250.00 per Each

6.20 Adjusting Valve Boxes at $ 100.00 per Each

6.21 Section 415-01.01 Cold Planning (Milling) Bituminous

6.21.1 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement- Profile Milling

at $ 42.00 per Ton milled F.O.B. Destination

6.21.2 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement – Wedge Milling

at $ 60.00 per Ton milled F.O.B. Destination

6.22 Skid Steer with Planer (to be used for the milling of small areas)

at $ 300.00 per Hour, including operator and machine

SECTION VI VENDOR PRICING FOR BID NUMBER 3659, HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: APAC-ATLANTIC, INC.

6.23 Concrete Curb 6" Sloping Detached (mountable) Type A (STD Drawing RP-VC-10)

at $ 25.00 per Linear Foot F.O.B. Destination

6.24 403-02.01 - Trackless Tack Coat (TC) – material install ONLY - to be applied to roads at Knox County's direction prior to County paving staff resurfacing said roadway(s)

at $ 1,250.00 per Ton.

6.25 701-02.01 – Concrete Curb Ramp (Retrofit)

at $ 60.00 per Square Foot F.O.B. Destination

6.26 407-20.05 – Saw Cutting Asphalt Pavement

at $ 2.00 per Linear Foot F.O.B. Destination

6.27 502-04.01 – Sawing Concrete Pavement Full Depth

at $ 4.00 per Linear Foot F.O.B. Destination

6.28 Skid Steer

at $ 165.00 per Hour, including operator and machine

6.29 Hydraulic Mini Excavator

at $ 165.00 per Hour, including operator and machine

6.30 Rubber Tired Backhoe (CAT 420 or equal)

at $ 140.00 per Hour, including operator and machine

6.31 Dump Truck (14 Yard Bed) Tri-Axle

at $ 130.00 per Hour, including operator and machine

6.32 Special Projects – To be used on locations where minor incidental work needs to be completed prior to paving (e.g. adjusting frame and grates on catch basins)

6.32.1 Laborer $ 55.00 per Hour

6.32.2 Foreman $ 80.00 per Hour

6.32.3 Materials cost plus 15 % markup

6.33 Police Patrol Car with Lights, to be used for Traffic Control at $ 65.00 per Hour.

6.34 Nighttime Paving Operations (Contractor to provide all necessary lighting and lighting equipment for crew safety).

$ 2,250.00 Lump Sum per Project

6.35 TDOT Item 713-16.01 Changeable Message Boards at $ 600.00 per Day F.O.B. Destination

Failure to provide any of the above or requested information in this IFB may be cause for disqualification.

ATTACHMENT A
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3659

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO- SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
~~NO~~ YES	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: Liberty Mutual Insurance Co. **Authorizing Signature:** David Shafer

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: APAC - Atlantic, Inc. **Authorizing Signature:** Robert E. Hill, V.P.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

APAC-ATLANTIC, INC

424218

ID NUMBER: 59289
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:GARY LOFLIN
APAC-ATLANTIC, INC
1431 CENTERPOINT BLVD SUITE 100
KNOXVILLE, TN 37932

424218

State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
APAC-ATLANTIC, INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 59289
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027
UNLIMITED; HRA; MU

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

APAC-Atlantic, Inc.

2 Business name/disregarded entity name, if different from above

Harrison Construction

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 32626

Requester's name and address (optional)

6 City, state, and ZIP code

Knoxville, TN 32626

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	8	–	1	4	0	1	4	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** DocuSigned by: Laura B Nell 272707172 4A3447... | **Date ▶** 20-Jan-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3659

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, ROBERT E. HILL, President or other Principal Officer of

APAC-ATLANTIC, INC., swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Robert E. Hill, V.P.
President or Principal Officer

For: APAC-ATLANTIC, INC.
Name of Company

STATE OF TENNESSEE {COUNTY OF KNOX }

Subscribed and sworn before me by ROBERT E. HILL,

President or Principal Officer of APAC-ATLANTIC, INC.,

On this 21 day of MAY 2025.

Taylor Cochran
Notary Public

My Commission expires: MY COMMISSION EXPIRES AUG 4, 2027

TAYLOR COCHRAN
State of Tennessee Notary Public
KNOX COUNTY, TENNESSEE

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3659

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, ROBERT E. HILL, President or other Principal

Officer of APAC-ATLANTIC, INC., swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Robert E. Hill, V.P.
President or Principal Officer

For: APAC-ATLANTIC, INC.
Name of Company

STATE OF TENNESSEE}
COUNTY OF KNOX }

Subscribed and sworn before me by ROBERT E. HILL,

President or Principal Officer of APAC-ATLANTIC, INC.,

On this 21 day of MAY 2025.

Taylor Cochran
Notary Public

My Commission expires: MY COMMISSION EXPIRES AUG 4, 2027

TAYLOR COCHRAN
State of Tennessee Notary Public
KNOX COUNTY, TENNESSEE

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Henry Wiltfang

Has successfully completed the Department's course in

Asphalt Concrete Certified Plant Technician

Valid Until : 01/27/2030 Certificate No : 6275

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Bobby Everett

Has successfully completed the Department's course in

Asphalt Mix Design Methods

Valid Until : 02/18/2026 Certificate No : 4340

Heather Purdy
Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Bobby Everett

Has successfully completed the Department's course in

Asphalt Concrete Certified Plant Technician

Valid Until : 02/18/2026 Certificate No : 4340

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Bobby Everett

Has successfully completed the Department's course in

Asphalt Certified Roadway Technician

Valid Until : 09/24/2029 Certificate No : 4340

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Scott Shelton

Has successfully completed the Department's course in

Asphalt Certified Roadway Technician

Valid Until : 09/24/2029 Certificate No : 6274

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Scott Shelton

Has successfully completed the Department's course in

Asphalt Concrete Certified Plant Technician

Valid Until : 01/27/2030 Certificate No : 6274

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Henry Wiltfang

Has successfully completed the Department's course in

Asphalt Certified Roadway Technician

Valid Until : 09/24/2029 Certificate No : 6275

Heather Purdy

Materials and Tests

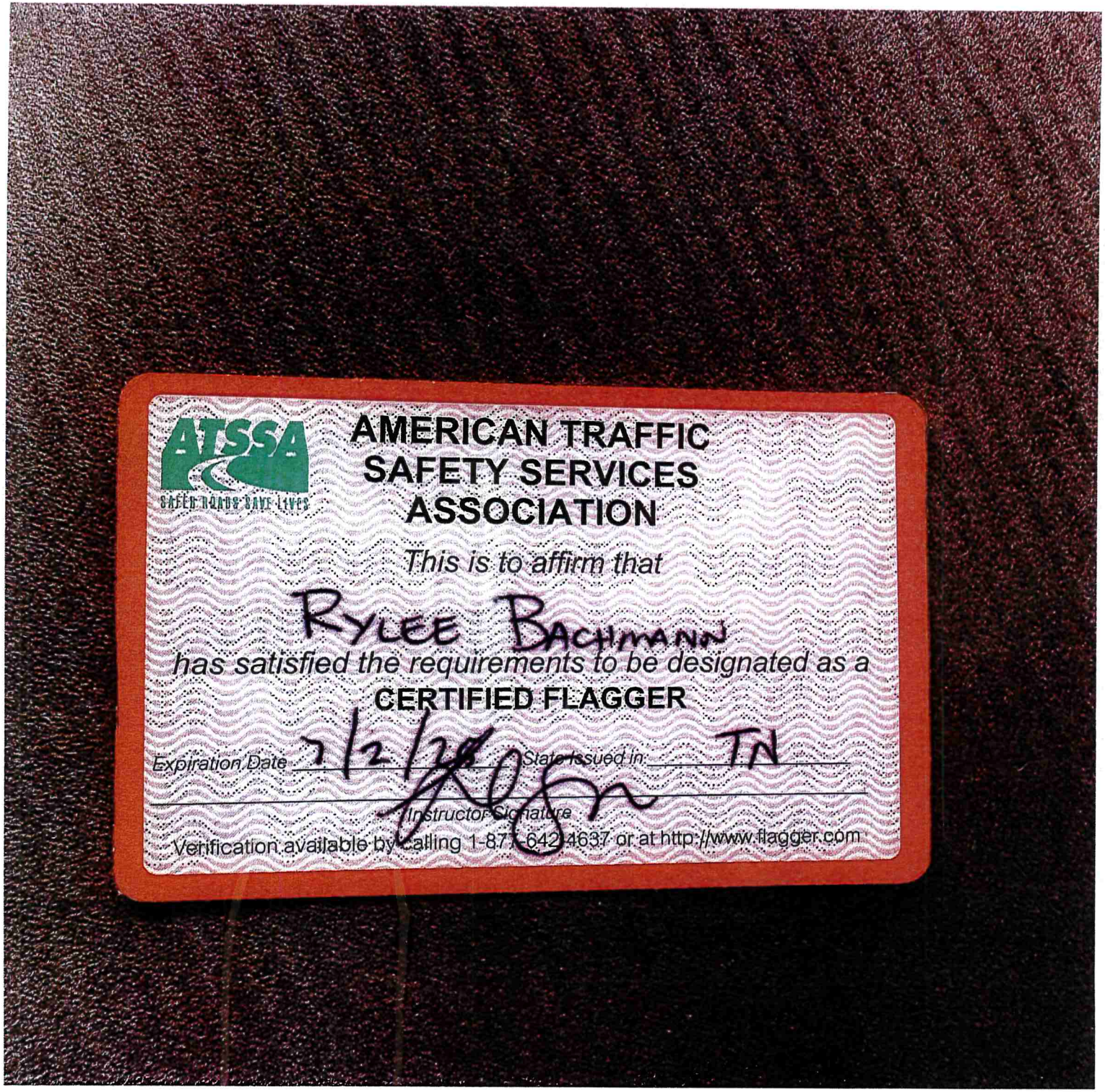
Construction

ATSSA Certified Traffic Control Technician

Type: Certification Expires: Yes

EMPLOYEES WITH THIS SKILL

Code	Name	Obtained	Expires
205.626874	Rylee Bachmann	07/02/2021	07/02/2025
205.627362	Joshua Lopez	06/30/2023	06/30/2027
205.628096	Trey Schmidt	04/01/2025	03/31/2029
205.628098	Eric Palm	04/01/2025	03/31/2029
205.628100	Lcnetria Lucas	04/01/2025	03/31/2029
205.628101	Skylar Copeland	04/01/2025	03/31/2029


ATSSA
SAFER ROADS SAVE LIVES
AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
This is to affirm that
RYLEE BACHMANN
has satisfied the requirements to be designated as a
CERTIFIED FLAGGER
Expiration Date 7/2/28
State Issued in TN
Instructor Signature
Verification available by calling 1-877-642-4637 or at http://www.flagger.com

CRUISE
CANCEL
RES ACCEL
DECEL SET
FM
AM
ATSSA
SAFER ROADS SAVE LIVES
American Traffic Safety Services Association
This is to affirm that
JOSH LOPEZ
has satisfied the requirements to be designated as a
CERTIFIED FLAGGER
Issue Date 6/30/23
Exp. Date 6/30/27
State Issued TN
SAMUEL OGBURN
Instructor Name
Instructor Signature

ATSSA Corporate Office
15 Riverside Parkway
Fredericksburg, VA 22406
540-368-1701 | ATSSA.com

ATSSA Washington D.C. Office
512 8th Street, SE
Washington, DC 20003

Dear Certified Flagger:

Enclosed, please find your card signifying you as an ATSSA Certified Flagger. This card should be carried and presented to employers while performing work on our nation's roadways. Please be aware that the card is not valid without a photo I.D.

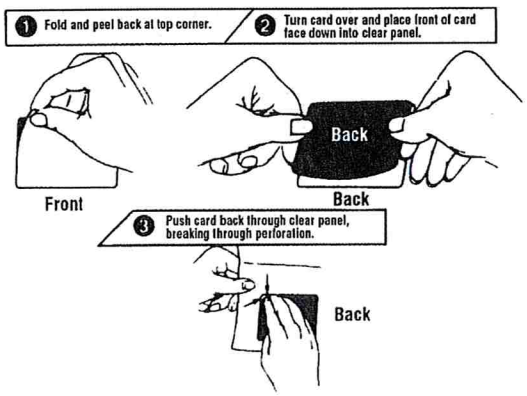
We commend you on your decision to become an ATSSA Certified Flagger. This distinction reflects that you have been trained by the leader in roadway safety and entitles you to be listed on our National Flagger Database. Please review your state requirements for expiration of your flagger card.

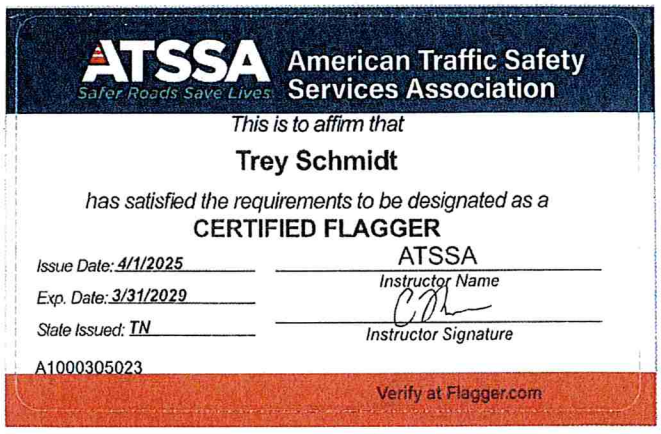
Once again, ATSSA thanks you for your dedication to ensuring that our work zones are safe and that lives will be saved with proper training. Please visit our website at ATSSA.com for additional training courses and work zone safety products.

Sincerely,

Clark Thomas
VP of Learning

Laminating the front of your card with Dual Laminate:





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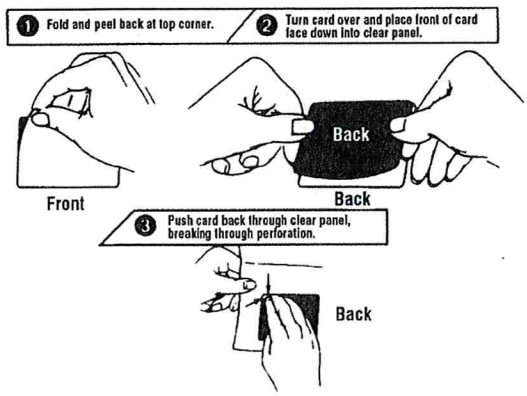

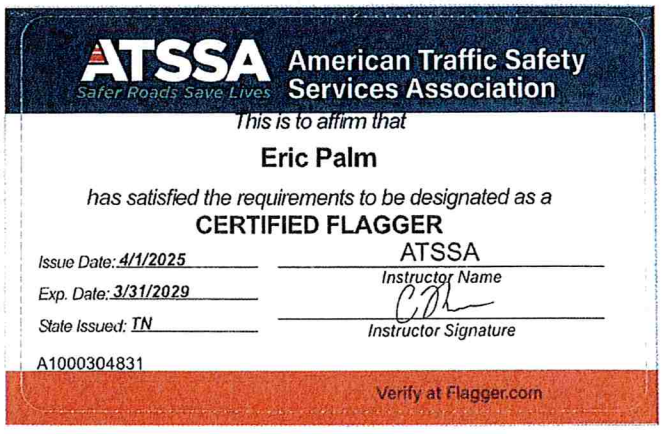

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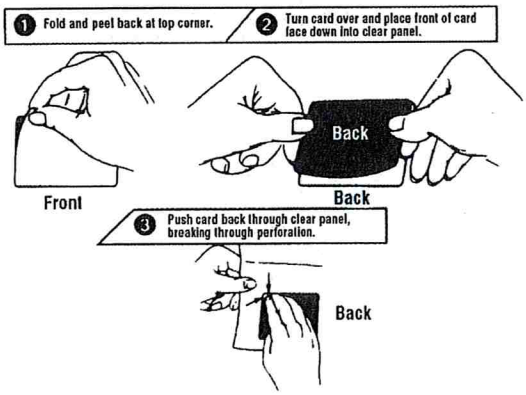

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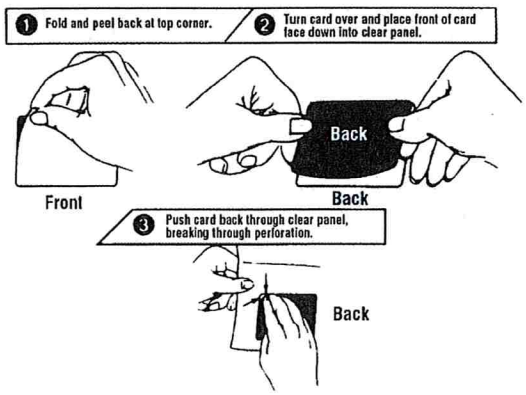

Equipment	Description	Year	Make	Model	VIN Number	Category
01.633233	2000 Ford F350 Flatbed Trk. #12122	2000	Ford	F350	1FDWF36F9YEC12122	5021.049
01.649897	2004 Ford Pickup Truck #48247	2004	Ford	F250	1FTNW20L74EC48247	0121.049
01.7501	2008 Dodge 2500 Crewcab Pickup Trk. w/Liftgate #216301	2008	Dodge	2500 Ram	3D7KR28D98G216301	0121.049
01.7511	2011 Ford F150 Pickup Truck #93482	2011	Ford	F150	1FTFW1CFXBFB93482	0120.049
01.7513	2011 Ford F150 Pickup Truck #93484	2011	Ford	F150	1FTFW1CF3BFB93484	0120.049
01.7514	2011 Ford F150 Supercrew Pickup Trk. #93485	2011	Ford	F150	1FTFW1CF5BFB93485	0120.049
01.8561	2009 Ford F350 Crewcab Pickup Trk. # 2804	2009	Ford	F350	1FTWW30Y89EA62004	0122.049
01.8562	2009 Ford F350 Crewcab Pickup Trk. #96442	2009	Ford	F350	1FTWW30Y49EA96442	0122.049
01.8577	1999 Ford F150 Plant Truck #7111	1999	Ford	F150	1FTZF172XXNA27111	0120.049
01.8578	2002 GMC 1500 Pickup Truck #7729	2002	GMC	1500	1GTEC14T12Z347729	0120.049
01.8581	2013 Ford F350 Crewcab Pickup Truck #2373	2013	Ford	F350	1FT8W3A63DEB42373	0122.049
01.8587	2014 Ford F150 Supercab Pickup Trk. #28818	2014	Ford	F150	1FTVX1EF4EKF28818	0120.049
01.8589	2014 Ford F150 Supercab Pickup Trk. #40186	2014	Ford	F150	1FTFX1CFXEKF40186	0120.049
01.8591	2015 Ford F150 #38307	2015	Ford	F150	1FTEX1CF9FKD38307	0120.049
01.8592	2015 Ford F150 #38308	2015	Ford	F150	1FTEX1CF0FKD38308	0120.049
01.8593	2015 Ford F150 #38309	2015	Ford	F150	1FTEX1CF2FKD38309	0120.049
01.8594	2015 Ford F150 #38310	2015	Ford	F150	1FTEX1CF9FKD38310	0120.049
01.8595	2016 Ford F250 Pickup Truck #52810	2016	Ford	F250	1FT7X2A6XGEA52810	0121.049
01.8597	2016 Ford F250 Pickup #73346	2016	Ford	F250	1FT7X2A66GEA73346	0121.049
01.8598	2016 Ford F250 Pickup #73345	2016	Ford	F250	1FT7X2A64GEA73345	0121.049
01.8604	2016 Ford F150 Super Crew Pickup #99620	2016	Ford	F150 Supercab	1FTEW1CF0GKE99620	0120.049
01.8607	2016 Ford F150 Pickup Truck #99618	2016	Ford	F150	1FTMF1CF8GKE99618	0120.049
01.8608	2017 Ford F350 Crew Truck #34763	2017	Ford	F350	1FT8W3A60HEE34763	0122.049
01.8609	2017 Ford F250 Pickup Truck #34764	2017	Ford	F250	1FT7X2A69HEE34764	0121.049
01.8611	2018 Ford F150 Pickup Truck #04452	2018	Ford	F150	1FTEX1C56JKC04452	0120.049
01.8613	2018 Ford F150 Pickup Truck #04453	2018	Ford	F150	1FTEX1C58JKC04453	0120.049
01.8615	2018 Chevrolet 2500HD Crewcab #35088	2018	Chevrolet	2500 HD	1GC1CUEG8JF235088	0121.049
01.8617	2018 Chevrolet 2500HD Crewcab #36531	2018	Chevrolet	2500 HD	1GC1CUEG4JF236531	0121.049
01.8619	2018 Chevrolet 1500 Pickup Truck #86743	2018	Chevrolet	1500	1GCNCNEC1JZ286743	0120.049
01.8634	2019 Ram 1500 Pickup Truck #62616	2019	Ram	1500	1C6RR6KT0KS562616	0120.049
01.8635	2019 Ram 1500 Pickup Truck #62617	2019	Ram	1500	1C6RR6KT2KS562617	0120.049
01.8644	2020 Ford F250 Crewcab #97417	2020	Ford	F250	1FT7W2A65LED97417	0121.049
01.8646	2020 Ford F250 Pickup #97419	2020	Ford	F250	1FT7W2A69LED97419	0121.049
01.8647	2020 Ford F250 Pickup #97420	2020	Ford	F250	1FT7W2A65LED97420	0121.049
01.8649	2020 Ford F250 Crewcab #97421	2020	Ford	F250	1FT7W2A67LED97421	0121.049
01.8650	2021 Ford F250 CrewCab #24275	2021	Ford	F250	1FT7W2A60MEC24275	0121.049
01.8651	2021 Ford F250 CrewCab #24276	2021	Ford	F250	1FT7W2A62MEC24276	0121.049
01.8652	2020 Ford F150 SuperCrew 4x4 #98482	2020	Ford	F150	1FTFW1E55LFB98482	0120.049
01.8654	2021 Ford F150 CrewCab 4X4 #97998	2021	Ford	F150 XL Crew Cab	1FTFW1E54MFA97998	0120.049
01.8655	2021 Chevrolet Silverado 1500 Crew Cab 4X4 #93798	2021	Chevrolet	1500	3GCPYAEH2MG293798	0120.049
01.8656	2008 Chevrolet Colorado #59541	2008	Chevrolet	Colorado	1GCCS149088159541	0110.049
01.8657	2012 Ford F250 Pickup #27699	2012	Ford	F250	1FT7W2B69CEB27699	0121.049

01.8667	2021 RAM 1500 Tradesman 4x4 Crew Cab #34708	2021	Ram	1500	1C6SRFGT2MN834708	0120.049
01.8669	2022 Chevrolet Silverado 1500 Crew Cab #23779	2022	Chevrolet	1500 LT Crew Cab	3GCUDAEDXNG623779	0120.049
02.8501	2004 Haulmark Enclosed Trailer #50638	2004	Haulmark	GC612BT	16HCB12223G050638	0200.049
02.8503	1981 Trimline Van Trl. #V95815	1981	Trimline	Van Trailer	V95815	0200.049
02.8504	1993 TrailEze Bobcat Trl. #10743	1993	Trail-Eze	D600R12	1DA12RANGPP010743	0210.049
02.8507	2007 Ridgeline Trailer #00357	2007	Ridgeline	R7K	4MYT3222271000357	0210.049
02.8510	2004 Ridgeline Utility Trailer	2004	Ridgeline	R7K	4MYT3162141000365	0210.049
02.8511	2018 Big Tex 6X16 Trailer #72824	2018	Big Tex	Utility	16VHX2028K6072824	0210.049
02.8512	2018 Rice 6X16 Trailer #21845	2018	Rice Trailer	14K GVW	4RWBE202XKH021845	0210.049
02.8518	2020 Glory Made 6.5 x 12 trailer #64085	2020	Glory	6.5X12 WCH4	1G9GBU223LC564085	0210.049
02.8519	2021 Homesteader 508MX QC Trailer #87259	2021	Homesteader	508FS	5HABD0812MN087259	0210.049
02.8524	1999 Homemade Trailer #00136	1999	Homemade	CPM	TNCVEDU01100136	0210.049
02.8525	2003 Haul Rite Trailer #19648	2003	Haulrite	Utility	5CCTU16273N019648	0210.049
02.8526	2007 Hurst Trailer #57214	2007	Hurst	6c	1H9TA121271057214	0210.049
02.8527	2017 Cam Tilt Trailer #50798	2017	CAM	5CAM19STT	5JPBU1920HP050798	0210.049
02.8528	2021 Ridgeline R10K Tandem Axle Trailer #00078	2021	Ridgeline	R7K	4MYT52527M1000078	0210.049
02.8529	2022 Lamar H6831827 7 Ton Equipment Trailer #05274	2022	Lamar	LX	5RVH6182XNP105274	0210.049
02.8530	2022 Diamond C DEC 207 22X102 Trailer #54344	2022	Diamond C	DET202L	46UF2224N1254344	0210.049
02.8531	2022 Ridgeline 15 Ton Tandem Trailer #00217	2022	Ridgeline	R7K	4MYT82525N1000217	0210.049
02.8532	2023 Carry On 7x12 Low Pro 6K Trailer #35363	2023	Carry-On Trailer	Trailer	4YMBD1220PG035363	0200.049
03.8503	2002 Hurst Trailer #57213	2002	Hurst	6c	1H9T3212621057213	0210.049
03.8504	2007 Hurst Single Axle Curb Machine Trl. #7045	2007	Hurst	6c	1H9FA101871057045	0210.049
03.8516	2006 Trailboss Trailer #02385	2006	Trailboss	Unidentified	4S0DP282161002385	0302.049
04.530280	1993 Hurst Pressure Washer Trl. #1057022	1993	Hurst	6C	1H9TE1624P1057022	0302.049
04.574104	1996 Etnyre 50t Lowboy Trl. #11174	1996	Etnyre	R50	1E9D1630XTE11174	0404.049
04.580104	1995 Hurst Tilt Trailer #57019	1995	Hurst	6c	1H9T31422S1057019	0210.049
04.580546	1996 Hurst Tilt Trailer #57093	1996	Hurst	6c	1H9TB1621T1057093	0210.049
04.8516	1998 Etnyre AR-A Asphalt Tanker #07038	1998	Etnyre	ARA T6508	1E9T43209WE007038	0411.049
04.8526	2014 Talbert 55 Ton Trailer #33007	2014	Talbert	T4DW558AHRG	40FSK5234E1033007	0405.049
04.8529	2017 XL Specialized Lowboy Trailer #017139	2017	XL	XL110SA	4U3J0543XJL017139	0404.049
04.8533	1983 Fruehauf Box Trailer #06609	1983	Fruehauf	Van Trailer	1H2V04S25DE006609	0400.
04.8534	2012 Rogers 3 Axle Lowboy Trailer #25764	2012	Rogers	CR50PL80	1RBH54309CAR25764	0404.049
05.8501	2020 Ford F350 Utility Body #30456	2020	Ford	F350	1FTRF3A65LEC30456	0500.049
05.8504	2021 Ford F350 Utility Body #24163	2021	Ford	F350	1FD8W3GN1MED24163	0500.049
05.8505	2020 Ford F350 Utility Truck #24164	2020	Ford	F350	1FD8W3GN3MED24164	0500.049
05.8506	2021 Ford F350 Crew Cab Service Truck #66341	2021	Ford	F350	1FD8W3HT4MED66341	0500.049
05.8507	2021 Chevrolet Silverado 2500HD Utility #20505	2021	Chevrolet	2500	1GB1WLE78MF220505	0500.049
05.8508	2021 Chevrolet Silverado 2500HD Utility #26676	2021	Chevrolet	2500	1GB1WLE73MF126676	0500.049
05.8509	2021 Chevrolet 2500 Utility Body #72478	2021	Chevrolet	2500	1GC0WLE7XMF172478	0500.049
05.8511	2022 Chevrolet 2500 Crew Cab Utility Body #85316	2022	Chevrolet	2500	1GB4WLE76NF185316	0500.049
05.8514	2023 Chevrolet Silverado 2500 HD Crew Cab #64265	2023	Chevrolet	2500	1GB1WLE71PF174553	0500.049
05.8515	2024 Chevrolet Silverado 2500 Crew Utility Bed #64265	2024	Chevrolet	2500	1GB4WLE71RF164265	0500.049
05.8516	2024 Chevrolet Silverado 2500 Crew Utility Bed #43646	2024	Chevrolet	2500	1GB4WLE77RF143646	0500.049

07.8506	2007 Ford F550 Mechanic Trk. w/Liftgate #26092	2007	Ford	F550	1FDAF56P57EB26092	0702.049
07.8512	2002 Ford F350 Cone Trk. #96336	2002	Ford	F350	1FDWF36F92EC96336	0700.049
07.8513	2007 Dodge 3500 Mechanic Trk. #7915	2007	Dodge	3500	3D7ML46A87G837915	0701.049
07.8527	2003 Ford F250 Plant Maintenance Truck #5574	2003	Ford	F250	1FTNX20L63EB45574	0700.049
07.8528	2015 Ford F550 Mechanic Trk. w/Crane #33508	2015	Ford	F550	1FDUF5GY8FEB33508	0702.049
07.8530	2016 Ford F550 #67110	2016	Ford	F550	1FDUF5GY8GEA67110	0702.049
07.8531	2016 Ford F550 #67111	2016	Ford	F550	1FDUF5GYXGEA67111	0702.049
07.8535	2016 Ford F550 #18300	2016	Ford	F550	1FDUF5GY6GEB18300	0702.049
07.8540	2017 Dodge 5500 Mechanic Truck #0887	2017	Dodge	Ram 5500	3C7WRMBL3HG680887	0702.049
07.8542	2020 Kenworth T270 Mechanics Truck #80826	2020	Kenworth	T270	2NKHHM6X0LM380826	0703.049
07.8543	2018 Ram 5500 Mechanic Truck #92145	2018	Ram	5500	3C7WRMBL1JG392145	0702.049
07.8548	2020 Ford F550 4X4 Mechanic Truck #12486	2020	Ford	F550 XL 4X4	1FDUF5HT5LDA12486	0702.049
07.8549	2021 Kenworth T270 Mechanic Truck #66723	2021	Kenworth	T270	2NKHHM6X2MM466723	0703.049
07.8553	2017 Ford F550 XL 4x2 w 2016 Altec AT40G 40ft #17200	2017	Ford	F550 4X2	1FDUF5GT7HEC17200	0702.049
07.8554	2023 Chevrolet Silverado 5500 Mechanic's Truck #19285	2023	Chevrolet	5500	1HTKJPVK9PH719285	0701.049
07.8556	2023 Chevrolet Silverado 5500 Mechanic's Trck w/Crane #59262	2023	Chevrolet	5500	1HTKHPVKXPH359262	0702.049
07.8558	2024 Chevrolet Silverado MD 4WD Mech Trk w/Crane #30856	2024	Chevrolet	4500	1HTKJPVK1RH430856	0702.049
07.8559	2024 Chevrolet 4500HD Mechanics Truck #30855	2024	Chevrolet	4500	1HTKJPVKXRH430855	0702.049
12.2013	2007 Hyster #11 Forklift #3493E (see note for location)	2007	Hyster	H60FT	L177B13493E	1200.049
12.8500	1999 Genie 60ft Manlift #4083	1999	Genie	S60X	560-4083	1225.049
12.8503	1994 CDS 706E Fork Trk. #4946	1994	CDS	706E	4946	1202.049
12.8504	1999 Mitsubushi Fork Lift #50925	1999	Mitsubishi	FG15	AF25-50925	1202.049
12.8507	2004 Genie 65ft Man Lift #10210	2004	Genie	S65	S6004-10210	1225.049
12.8509	2011 Toyota 5000# Pnuematic Tire Forklift #36162	2011	Toyota	8FGCU20	8FGU25-36162	1200.049
12.8510	2011 Toyota 5000# Pnuematic Tire Forklift #36145	2011	Toyota	8FGCU20	8FGU25-36145	1200.049
12.8511	2011 Toyota 5000# Pneumatic Tire Forklift #36106	2011	Toyota	8FGCU20	8FGU25-36106	1200.049
12.8518	1983 Nissan EH02 Fork Truck #20126	1983	Nissan	PJ02A25V	EH02-920126	1202.049
13.7503	2011 Kubota Tractor Broom #70493	2011	Kubota	L5240HSTC-3	70493	1302.049
13.8512	2011 Broce RCT350 Midmount Broom #407295	2011	Broce	RCT 350	407295	1301.049
13.8517	2014 Broce RCT350 Mid Mount Broom #08429	2014	Broce	RCT 350	408429	1302.049
13.8519	2021 Superior DT74J Mid-Mount Broom (13.2013) #21889	2021	Superior	DT74J	821889	1301.049
13.8520	2021 Superior DT74J Mid-Mount Broom (13.2015) #21890	2021	Superior	DT74J	821890	1301.049
14.644396	1998 John Deere 550G Dozer #42115	1998	John Deere	550G	T0550GL842115	1404.049
14.8504	2000 CAT D6R Dozer #02562	2000	Caterpillar	D6R XL	5LN02562	1406.049
14.8505	2002 CAT D6R Dozer #03332	2002	Caterpillar	D6R XL	5LN03332	1406.049
14.8509	2008 John Deere 450J Dozer #66328	2008	John Deere	450J	T0450JX166328	1404.049
14.8510	2015 CAT D5K II Dozer #01075	2015	Caterpillar	D5K	KWW01075	1405.049
14.8512	2006 Caterpillar D6R XL III Dozer #01492	2006	Caterpillar	D6R XL	LAAX01492	1406.049
23.2132	2024 Rental-2023 Caterpillar 299D3XE Skid Steer #02462	2023	Caterpillar	299D3 XE	0BX902462	2301.049
23.2133	2024 Rental - 2023 Caterpillar 299D3 Compact Trk Ldr #06101	2023	Caterpillar	299D3 XE	0DY906101	2301.049
23.2138	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00123	2024	Hyundai	HS120V	DDH2S501TS000123	2300.049
23.2139	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00163	2024	Hyundai	HS120V	DDH2S501AS000163	2300.049
23.2140	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00110	2024	Hyundai	HS120V	DD2HS501PS000110	2300.049

23.2141	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00122	2024	Hyundai	HS120V	DDH2S501CS000122	2300.049
23.5071	2004 Komatsu WA250 Wheel Loader #73456	2004	Komatsu	WA250-5L	173456	2310.049
23.642114	2001 Caterpillar 962G Wheel Loader #00329	2001	Caterpillar	962G	4PW00329	2330.049
23.642907	2000 CAT IT28 Wheel Loader #02970	2000	Caterpillar	IT28G	8CR02970	2310.049
23.644229	2000 CAT 950G Wheel Loader #01804	2000	Caterpillar	950G	3JW01804	2320.049
23.645521	2002 CAT IT28G Wheel Loader #03722	2002	Caterpillar	IT28G	8CR03722	2310.049
23.646306	2002 Caterpillar 248 Skid Steer #01216	2002	Caterpillar	248	6LZ01216	2300.049
23.653477	2005 CAT 930G Wheel Loader #00691	2005	Caterpillar	930G	TWR00691	2310.049
23.7001	2000 Komatsu WA450 Wheel Loader #71758	2000	Komatsu	WA450	71758	2335.049
23.8503	2007 CAT 248B Skid Steer #01375	2007	Caterpillar	248B	SCL01375	2300.049
23.8504	2007 CAT 248B Skid Steer w/Mill #01725	2007	Caterpillar	248B	SCL01725	2300.049
23.8505	2004 John Deere 250 Skid Steer #29857	2004	John Deere	250	T00250A929857	2300.049
23.8527	2004 CAT 980G Wheel Loader #H0288	2004	Caterpillar	980G	AWH0288	2340.049
23.8556	2005 Komatsu WA250L-5 Wheel Loader #70216	2005	Komatsu	WA250L-5	70216	2310.049
23.8558	2012 Komatsu WA320 Wheel Loader #35383	2012	Komatsu	WA320-6	A35383	2320.049
23.8561	2004 CAT 252B Skid Steer #00508	2004	Caterpillar	252B	CAT0252BTSCP00508	2300.049
23.8562	2006 Komatsu WA250 Wheel Loader #74249	2006	Komatsu	WA250-5L	KMTWA055C57A74249	2310.049
23.8563	2000 CAT 928G Wheel Loader #02481	2000	Caterpillar	928G	6XR02481	2310.049
23.8567	2015 Komatsu WA320-7 Wheel Loader #36740	2015	Komatsu	WA320-7	A36740	2320.049
23.8572	2016 CAT 972M XE Wheel Loader #00822	2016	Caterpillar	972M XE	EDW00822	2335.049
23.8573	2016 CAT 299D Track Skid Steer #00684	2016	Caterpillar	299D	CAT0299DKDX200684	2301.049
23.8574	2016 CAT 272D Skid Steer w/Mill #00310	2016	Caterpillar	272D	CAT0272DEMD200310	2300.049
23.8575	2016 CAT 950M Wheel Loader #02152	2016	Caterpillar	950M	CAT0950MCEMB02152	2320.049
23.8586	2008 CAT 980H Wheel Loader #04011	2008	Caterpillar	980H	CAT0980HPJMS04011	2340.049
23.8590	2019 CAT 972M Wheel Loader#02018	2019	Caterpillar	972M	CAT0972MJLSJ02018	2335.049
23.8591	2014 Toro TX427 Walk Behind Skid Steer #00430	2014	Toro	TX425	314000430	2300.049
23.8592	2020 Caterpillar 972M Wheel Loader #02705	2020	Caterpillar	972M	CAT0972MLLSJ02705	2335.049
23.8597	2020 Volvo L120H Wheel Loader #632823	2020	Volvo	L120H	632823	2320.049
23.8598	2020 Volvo L120H Wheel Loader #632824	2020	Volvo	L120H	632824	2320.049
23.8601	2021 Volvo L70H Wheel Loader #24511	2021	Volvo	L70H	VCE0L70HC0S624511	2310.049
23.8603	2017 Case 280 Skid Steer #30190	2017	Case	SV280	NHM430190	2300.049
23.8604	2018 Case SR175 Skid Steer #37486	2018	Case	SR175	JAFSR175PHM437486	2300.049
23.8606	2010 Caterpillar 950H Wheel Loader #03166	2010	Caterpillar	950H	K5K03166	2320.049
23.8608	2015 Case SR175 Skid Steer #10897	2015	Case	SR175	JAFSR175PFM410897	2300.049
23.8611	2022 Volvo L120H Wheel Loader #33176	2022	Volvo	L120H	633176	2330.049
23.8615	2023 Caterpillar 972 XE Wheel Loader #00273	2023	Caterpillar	972 XE	E5F00270	2335.049
23.8616	2024 Volvo L120H Wheel Loader #33614	2024	Volvo	L120H	L120HV633614	2330.049
23.8618	2024 Takeuchi TL12V2 Compact Track Loader #08197	2024	Takeuchi	TL12V2	412008197	2301.049
23.8627	2024 Volvo L120H Wheel Loader #33646	2024	Volvo	L120H	VCEL120HP0S633646	2320.049
24.646102	2002 CAT 430D Rubber Tire Backhoe #01297	2002	Caterpillar	430D	BML01297	2420.049
24.8502	2007 CAT 420E Rubber Tired Backhoe #02199	2007	Caterpillar	420E	HLS02199	2410.049
24.8508	2006 Case 580SM #11774	2006	Case	580SM	N6C411774	2410.049
27.652241	2003 CAT 735 Artic Trk. #00302	2003	Caterpillar	735	AWR00302	2730.049
29.8507	2016 Chicago Pneumatic RX4 Hydraulic Breaker #62341	2016	Chicago Pneumatic	CP0022	BES062341	2950.049

29.8508	2020 Caterpillar PC412 Rotary Asphalt Cutter #00189	2020	Caterpillar	PC408	NP400189	2915.
30.593303	1996 CAT 140H Motor Grader #01476	1996	Caterpillar	140H	2ZK01476	3030.049
30.655337	2006 Caterpillar 12H 140hp 29k Motor Grader #01171	2006	Caterpillar	12H	CBK01171	3020.049
30.8503	2007 Champion C80C Motor Grader #07557	2007	Champion	C80C	26-07557	3000.049
30.8516	1995 Caterpillar 12G Motor Grader #16155	1995	Caterpillar	12G	61M16155	3010.049
30.8519	2021 Leeboy 695B Motor Grader #92825	2021	Leeboy	685B	292825	3020.049
31.219223	1998 CAT 320BL Excavator #02427	1998	Caterpillar	320BL	6CR02427	3120.049
31.655299	2006 CAT 325 Excavator #01539	2006	Caterpillar	325	CRB01539	3130.049
31.8520	2015 Caterpillar 336FL Excavator #00425	2015	Caterpillar	336EL	RKB00425	3135.049
31.8521	2016 CAT 308E Excavator #04928	2016	Caterpillar	308E	CAT0308EHFJX04928	3110.049
31.8545	2023 Caterpillar 306 Mini Excavator #10638	2023	Caterpillar	306	CAT00306L6G610638	3110.049
34.8525	2019 Ver-Mac ST4815 Arrow Board #23632	2019	Vermac	ST4815	1V9US1113KH223632	3400.049
34.8526	2019 Ver-Mac ST4815 Arrow Board #23631	2019	Vermac	ST4815	1V9US1111KH223631	3400.049
34.8527	20019 Ver-Mac ST4815 Arrow Board #23911	2019	Vermac	ST4815	1v9us1117kh223911	3400.049
34.8528	2019 Ver-Mac ST4815 Arrow Board #23908	2019	Vermac	ST4815	1V9US1117KH223908	3400.049
34.8529	2019 Ver-Mac ST4815 Arrow Board #23638	2019	Vermac	ST4815	1V9US1114KH223638	3400.049
34.8530	2019 Ver-Mac ST4815 Arrow Board #23640	2019	Vermac	ST4815	1V9US1112KH223640	3400.049
50.7503	2011 Ford F750 Crew Supply Trk. #99725	2011	Ford	F750	3FRXF7FK6BV599725	5024.049
50.7504	2011 Ford F750 Crew Supply Trk. #99726	2011	Ford	F750	3FRXF7FK8BV599726	5024.049
50.8505	2016 Ford F550 #67112	2016	Ford	F550	1FD0W5GY3GEA67112	5022.049
50.8510	2000 Ford F350 Flatbed #49344	2000	Ford	F350	1FDWF37F2YEA49344	5021.049
50.8514	2022 Chevrolet Silverado 5500 Foreman's Work Truck #99290	2022	Chevrolet	5500	1HTKHPVK5NH799290	5022.049
51.653411	2006 Mack CT713 Dump Truck #02454	2006	Mack	CV713	1M2AL02C36M002454	8850.049
51.8530	2001 Mack RD688S Dump Truck #56770	2001	Mack	RD688S	1M2P267C61M056770	8850.049
51.8531	2003 Mack CV713 Dump Trk. #02796	2003	Mack	CV713	1M2AG11CX3M002796	8850.049
51.8532	2003 Mack CV713 Dump Trk. #02788	2003	Mack	CV713	1M2AG11C03M002788	8850.049
51.8533	2004 Mack CV713 Dump Trk. #08984	2004	Mack	CV713	1M2AG11C64M008984	8850.049
51.8535	2004 Mack CV713 Dump Trk. #08863	2004	Mack	CV713	1M2AG11C54M008863	8850.049
51.8540	2004 Mack CV713 Dump Trk. #08876	2004	Mack	CV713	1M2AG11C34M008876	8850.049
51.8542	2004 Mack CV713 Dump Trk. #08859	2004	Mack	CV713	1M2AG11C34M008859	8850.049
51.8556	2006 Mack CV713 Water Truck. #34669	2006	Mack	CL713	1M2AG11C36M034669	5340.049
51.8560	2006 Mack CV713 4-axle Water Truck. #41327	2006	Mack	CL713	1M2AG11CX6M041327	5340.049
51.8594	2023 Chevrolet 5500 Silverado 4x4 with Dump Bed #39449	2023	Chevrolet	5500	1HTKJPVK3PH739449	5120.049
52.8526	2016 Kenworth W900 #7881	2016	Kenworth	W900	1XKWP4TX8GR497881	5240.049
52.8529	2018 KW T880 Road Tactor #98199	2018	Kenworth	T880	1XKZP4TX1JJ198199	5240.049
52.8531	2012 Kenworth T800 Tractor #25269	2012	Kenworth	T800	1XKDD40X5CJ325269	5230.049
53.547832	1994 Mack DM690 Water Trk. #014327	1994	Mack	DM690	1M2B210C6RM014327	5330.049
53.8500	2003 Ford F750 Water Trk. #06141	2003	Ford	F750	3FDX75H73MB06141	5120.049
53.8513	2013 Kenworth T370 Water Trk #62778	2013	Kenworth	T370	2NKHHM7X2DM362778	5320.049
54.8503	2007 Sterling L7500 Distributor Truck #84770	2007	Sterling	L7500	2FZAA5DC67AX84770	5420.049
54.8514	2020 KW T370 Distributor #402912	2020	Kenworth	T370	2NKHHM7X8LM402912	5420.049
54.8515	2021 Kenworth T370 Distributor Truck #439463	2021	Kenworth	T370	2NKHHM7X1MM439463	5420.049
54.8517	2021 Kenworth T370 Distributor Truck #48000	2021	Kenworth	T370	2NKHHM7X6MM448000	5420.049

54.8518	2015 International 7300 Distributor Trk #16132	2015	International	7300	1HTZZAAN6FHS16132	5420.049
55.652242	2005 GMC 7500 Fuel/Lube Trk. #529364	2005	GMC	7500	1GDM7C1C85F529364	5520.049
55.8508	2018 Kenworth T880 Lube Truck #01843	2018	Kenworth	T800	1NKZL70X3JJ201843	5530.049
56.400	2011 Mack GU813 Mixer #14482	2011	Mack	GU813	1M2AX13BXBM014482	5635.049.1
56.401	2012 Mack GU813 Mixer #14873	2012	Mack	GU813	1M2AX13C0CM014873	5635.049.1
56.402	2012 Mack GU813 Mixer #15063	2012	Mack	GU813	1M2AX13C3CM015063	5635.049.1
56.403	2013 Mack GU813 Mixer #17948	2013	Mack	GU813	1M2AX13C7DM017948	5635.049.1
56.655267	2007 Mack CTP713B Mixer #02582	2007	Mack	CTP713	1M2AT13C47M002582	5635.049.1
56.8556	2007 International Paystar 5000 Mixer #11385	2007	International	P5000	1HTXHAHT27J411385	5635.049.1
56.8557	2014 Mack GU713 Mixer #19745	2014	Mack	GU713	1M2AX04C0EM019745	5660.049.1
56.8558	2014 Mack GU713 Mixer #19746	2014	Mack	GU713	1M2AX04C2EM019746	5660.049.1
56.8559	2014 Mack GU713 Mixer #19747	2014	Mack	GU713	1M2AX04C4EM019747	5660.049.1
56.8560	2014 Mack GU713 Mixer #19748	2014	Mack	GU713	1M2AX04C6EM019748	5660.049.1
56.8561	2014 Mack GU713 Mixer w/55' Telescopic conveyor #19744	2014	Mack	GU713	1M2AX04C9EM019744	5650.049.1
56.8563	2015 Mack GU713 Mixer #25516	2015	Mack	GU713	1M2AX04C2FM025516	5660.049.1
56.8564	2015 Mack GU713 Mixer #25514	2015	Mack	GU713	1M2AX04C9FM025514	5650.049.1
56.8565	2015 Mack GU713 Mixer #25517	2014	Mack	GU713	1M2AX04C4FM025517	5660.049.1
56.8566	2015 Mack GU713 Mixer #25515	2015	Mack	GU713	1M2AX04C0FM025515	5660.049.1
56.8567	2016 Mack GU713 Mixer #30071	2016	Mack	GU713	1M2AX04C2GM030071	5660.049.1
56.8568	2016 Mack GU713 Mixer #30069	2016	Mack	GU713	1M2AX04C4GM030069	5660.049.1
56.8569	2016 Mack GU713 Mixer #30072	2016	Mack	GU713	1M2AX04C4GM030072	5650.049.1
56.8570	2016 Mack GU713 Mixer #30070	2016	Mack	GU713	1M2AX04C0GM030070	5660.049.1
56.8571	2016 Mack GU713 Mixer #30068	2016	Mack	GU713	1M2AX04C2GM030068	5660.049.1
56.8572	2017 Mack GU713 Rear Discharge Mixer #34886	2017	Mack	GU713	1M2AX04CXHM034886	5660.049.1
56.8573	2017 Mack GU713 Rear Discharge Mixer #34894	2017	Mack	GU713	1M2AX04C9HM034894	5660.049.1
56.8574	2017 Mack GU713 Mixer #35592	2017	Mack	GU713	1M2AX04C9HM035592	5660.049.1
56.8575	2017 Mack GU713 Mixer #35593	2017	Mack	GU713	1M2AX04C0HM035593	5660.049.1
56.8576	2017 Mack GU713 Mixer #35594	2017	Mack	GU713	1M2AX04C2HM035594	5660.049.1
56.8577	2017 Mack GU713 Mixer #35595	2017	Mack	GU713	1M2AX04C4HM035595	5660.049.1
56.8578	2017 Mack GU713 Mixer #35596	2017	Mack	GU713	1M2AX04C6HM035596	5660.049.1
56.8579	2017 Mack GU713 Mixer #35597	2017	Mack	GU713	1M2AX04C8HM035597	5660.049.1
56.8580	2018 Mack GU713 Mixer #39424	2018	Mack	GU713	1M2AX04C0JM039424	5650.049.1
56.8581	2019 Mack GR64FR Mixer #10477	2019	Mack	GR64B	1M2GR2GC1KM010477	5660.049.1
56.8582	2019 Mack GR64FR Mixer #10478	2019	Mack	GR64B	1M2GR2GC3KM010478	5660.049.1
56.8583	2019 Mack GR64FR Mixer #11297	2019	Mack	GR64B	1M2GR2GC4KM011297	5660.049.1
56.8584	2020 Kenworth T880 Mixer #08640	2020	Kenworth	T880	1NKZX7EX5LJ408640	5660.049.1
56.8585	2020 Kenworth T880 Mixer #08641	2020	Kenworth	T880	1NKZX7EX7LJ408641	5660.049.1
56.8586	2020 Kenworth T880 Mixer #08642	2020	Kenworth	T880	1NKZX7EX9LJ408642	5660.049.1
56.8587	2020 Kenworth T880 Mixer #08643	2020	Kenworth	T880	1NKZX7EX0LJ408643	5660.049.1
56.8588	2020 Mack GR104F Mixer #01054	2020	Mack	GR64F	1M2GR2TC6LM001054	5650.049.1
56.8589	2020 Mack GR104F Mixer #01055	2020	Mack	GR64F	1M2GR2TC8LM001055	5650.049.1
56.8590	2021 Kenworth T880 Mixer Truck #49788	2021	Kenworth	T880	1NKZXPEX9MJ449788	5640.049.1
56.8591	2021 Kenworth T880 Mixer Truck #49789	2021	Kenworth	T880	1NKZXPEX0MJ449789	5640.049.1
56.8592	2021 Kenworth T880 Mixer Truck #49790	2021	Kenworth	T880	1NKZXPEX7MJ449790	5640.049.1
56.8593	2021 Kenworth T880 Mixer Truck #49791	2021	Kenworth	T880	1NKZXPEX9MJ449791	5640.049.1

56.8594	2022 Kenworth T880 Mixer Truck #36984	2022	Kenworth	T880	1NKZXPEX9NJ136984	5640.049.1
56.8595	2022 Kenworth T880 Mixer Truck #36985	2022	Kenworth	T880	1NKZXPEX0NJ136985	5640.049.1
56.8596	2022 Kenworth T880 Mixer Truck #36986	2022	Kenworth	T880	1NKZXPEX2NJ136986	5640.049.1
56.8597	2022 Kenworth T880 Mixer Truck #36987	2022	Kenworth	T880	1NKZXPEX4NJ136987	5640.049.1
56.8598	2024 Peterbilt 567 Extreme Duty Mixer Truck #58635	2024	Peterbilt	567	1NPCXPEX2RD658635	5640.049.1
56.8599	2024 Peterbilt 567 Extreme Duty Mixer Truck #58636	2024	Peterbilt	567	1NPCXPEX4RD658636	5640.049.1
56.8600	2024 Peterbilt 567 Extreme Duty Mixer #58637	2024	Peterbilt	567	1NPCXPEX6RD658637	5640.049.1
56.8601	2024 Peterbilt 567 Extreme Duty Mixer #58638	2024	Peterbilt	567	1NPCXPEX8RD658638	5640.049.1
56.8602	2024 Peterbilt 567 Extreme Duty Mixer #58638	2024	Peterbilt	567	1NPCXPEXXRD658639	5640.049.1
56.8603	2025 Peterbilt 567 Extreme Duty Mixer #06343	2025	Peterbilt	567	1NPCXPEX3SD706343	5640.049.1
56.8604	2025 Peterbilt 567 Extreme Duty Mixer #06344	2025	Peterbilt	567	1NPCXPEX5SD706344	5640.049.1
56.8605	2025 Peterbilt 567 Extreme Duty Mixer #06345	2025	Peterbilt	567	1NPCXPEX7SD706345	5640.049.1
56.8606	2025 Peterbilt 567 Extreme Duty Mixer #06346	2025	Peterbilt	567	1NPCXPEX9SD706346	5640.049.1
56.8607	2025 Peterbilt 567 Extreme Duty Mixer #06347	2025	Peterbilt	567	1NPCXPEX0SD706347	5640.049.1
56.8608	2013 Peterbilt 365 Mixer #74882	2013	Peterbilt	365	1NPSL70XXDD174882	5635.049.1
56.8609	2013 Peterbilt 365 Mixer #174873	2013	Peterbilt	365	1NPSL70X9DD174873	5635.049.1
56.8610	2013 Peterbilt 365 Mixer #174887	2013	Peterbilt	365	1NPSL70X9DD174887	5635.049.1
56.8611	2014 Peterbilt 365 Mixer #222951	2014	Peterbilt	365	1NPSL70X1ED222951	5635.049.1
56.8612	2014 Peterbilt 365 Mixer #222950	2014	Peterbilt	365	1NPSL70XXED222950	5635.049.1
56.8613	2014 Peterbilt 365 Mixer #229250	2014	Peterbilt	365	1NPSL70X6ED229250	5635.049.1
56.8614	2014 Peterbilt 365 Mixer #229252	2014	Peterbilt	365	1NPSL70XXED229252	5635.049.1
56.8615	2014 Peterbilt 365 Mixer #229253	2014	Peterbilt	365	1NPSL70X1ED229253	5635.049.1
56.8616	2014 Peterbilt 365 Mixer #229258	2014	Peterbilt	365	1NPSL70X0ED229258	5635.049.1
60.8505	2019 Weiler E2850B MTV #1607	2019	Weiler	E2850	E2850B-1607	6002.049
60.8506	2021 Weiler E2850B MTV #1672	2021	Weiler	E2850B	E2850B-1672	6002.049
60.8507	2013 Roadtec SB2500E Shuttle Buggy #2109	2013	Roadtec	SB2500E	2109	6002.049
61.8505	2006 Midland SPD-10 Road Widener #1029	2006	Midland	SP-10	1029	6100.049
62.8526	2018 Roadtec RP190E 10' Paver #4157	2018	Roadtec	RP190E	4157	6231.049
62.8527	2019 Vogele Super 2003-3i 10' Paver #0144	2019	Vogele	Super 2003-3i	975.0144	6231.049
62.8530	2019 CAT AP600F #00218 Paver w/SE8F screed	2019	Caterpillar	AP 600F	AP600218	6221.049
62.8533	2020 Caterpillar AP1000F Paver #00442	2020	Caterpillar	AP 1000F	AC400442	6231.049
62.8539	2019 Roadtec RP190-10 Rubber Tire Paver #4234	2019	Roadtec	RP190-10	4234	6231.049
62.8540	2022 Caterpillar AP1000F 10' Paver #00648	2022	Caterpillar	AP 1000F	CATAP100CAC400648	6231.049
62.8541	2019 Vogele Super 1703-3i 8' Asphalt Paver #30142	2019	Vogele	Super 1703-3i	12830142	6221.049
62.8544	2023 Vogele 2003-3i 10' Asphalt Paver #0210	2023	Vogele	2003-3i	975.0210	6231.049
64.2046	2024 Rental - 2021 Volvo DD35 Double Drum Roller # 73598	2021	Volvo	DD35B	273598	6441.049
64.2051	2024 Rental -2023 Volvo DD25 Double Drum Roller #71403	2023	Volvo	DD25B	271403	6441.049
64.221244	1998 CAT CP563C Stone Roller #00800	1998	Caterpillar	CP563C	5JN00800	6421.049
64.7503	2009 Volvo DD38 Asphalt Roller #98873	2009	Volvo	DD38	198873	6441.049
64.7504	2009 Volvo SD70D Stone Roller #00243	2009	Volvo	SD70D	200243	6412.049
64.8502	2007 Ingersoll Rand DD30 Asphalt Roller #88963	2007	Ingersoll Rand	DD30	188962	6441.049
64.8504	2007 CAT CS563E Stone Roller #01743	2007	Caterpillar	CS563E	CNG01743	6410.049
64.8520	2009 Sakai SW850 Asphalt Roller #5010C	2009	Sakai	SW850 II	4SW56-50108C	6442.049
64.8522	2009 Sakai SV201 Stone Roller #20104	2009	Sakai	SV201TB I	20104	6412.049
64.8523	2009 Sakai SW330 Asphalt Roller #40111	2009	Sakai	SW330	4SW51-40111	6441.049

64.8524	2010 Sakai SW800 Asphalt Roller #50119	2010	Sakai	SW800	VSW25-50119	6443.049
64.8525	2010 Sakai SW850 Asphalt Roller #50132	2010	Sakai	SW850	4SW56-50132	6442.049
64.8540	2019 Caterpillar CB10 Asphalt Roller (64.2036) #00123	2019	Caterpillar	CB10	P8P00123	6443.049
64.8541	2019 Caterpillar CB10 Asphalt Roller (64.2030) #00178	2019	Caterpillar	CB10	P8P00178	6443.049
64.8544	2019 Caterpillar CB13 Asphalt Roller (64.2034) #00222	2019	Caterpillar	CB13	PWP00222	6450.049
64.8545	2020 Caterpillar CB13 Asphalt Roller (64.2028) #00510	2020	Caterpillar	CB13	PWP00510	6450.049
64.8593	2001 Ingersoll Rand SD70D Single Drum Roller #67047	2001	Ingersoll Rand	SD70	167047	6410.049
64.8596	2017 Case DV26 Double Drum Roller #0256	2017	Case	602	DDDDV26NFNTU0256	6440.049
64.8599	2015 Case DV209C Double Drum IC Roller #2030	2015	Case	602	DDDD209CNENTR2030	6443.049
65.8509	2019 Caterpillar CW34 Pneumatic Roller #00315	2019	Caterpillar	CW34	CAT0CW34LAL300315	6510.049
71.8506	2014 Power Curber 5700C #2343	2014	Power Curber	5700C	57C06-14-0732343	7106.049
71.8507	2018 CT 3000 Curb Machine #92019	2018	Power Curber	PC150	CT3000-092019	7106.049
76.8501	Sullair 375 Air Compressor #10082	1995	Sullair	375	200603210082	7611.
88.8510	1996 Magnum Force 443 Trailer Mounted Steam Cleaner #19076	1996	Magnum	PS6585	1B9FT1523ST219076	8840.049
88.8511	1990 Bobcat T136 Trencher #1212	1990	Bobcat	MT52	5046MI1212	8850.049
88.8512	2001 Wacker Vibration Plate Asphalt Compactor #18517	2001	Wacker Neuson	WP1550AW	5118517	8820.049
88.8513	2008 Wacker Vibration Plate Asphalt Compactor #12528	2008	Wacker Neuson	WP1550AW	6612528	8820.049
88.8514	2013 Wacker Vibration Plate Asphalt Compactor #49887	2013	Wacker Neuson	WP1550AW	30049887	8820.049
88.8515	2021 Caterpillar PC310B Cold Planer Attachment #00311	2021	Caterpillar	PC310B	GPW00311	8860.049

Harrison Construction

2025

Contractor Quality Control Plan

QC Mngr: B.J. Everett
Tech: Henry Wiltfang - Scott Shelton
Tech: Jonathan Fisher - Burton Short
Plant: Cinder Lane
Plant Type: Drum
Approved By TDOT Materials & Test: Alex Murchison

All Plant Types

1) Stockpiles
   a) Before beginning of production determine gradation of project specific stockpiles and RAP if applicable.
   b) Inspect stockpile yard for stockpile contamination and segregation daily.
   c) Determine gradation and asphalt content of RAP if applicable (every 2000 tons of RAP used).

2) Cold Feed Bins
   a) Verify cold feed settings before production to ensure actual percentages needed.

3) Bituminous Mixture
   a) Determine percent bitumen and gradation of mix being produced .
      (When daily mix production exceeds 100 consecutive tons; at least one QC production sample will be obtained and more samples will be obtained thereafter as determined by production to ensure quality of the mix being produced that day)
   b) Ensure mix temperature while obtaining the QC production samples and as needed to ensure consistency.
   c) Determine percent moisture weekly in mix when reclaimed asphalt pavement is a component material.
   d) Determine volumetrics daily(a.m. / p.m.) of the mix produced when applicable to the project.
   e) Record all necessary data and post QC control charts for project in Lab.

4) Verify that the load out platform scale have been certified by an outside certified scale company.
a) Document accuracy of all weighing and metering devices for AC, aggregates and anti-stripping additive.

Batch Plants

1) Determine percent of hot bins (or cold feeds if modified batch plant) to be used to meet the overall gradation for the JMF for the project.
2) Check Mixing times (wet and dry) at beginning of production and adjust as needed.
3) Verify that aggregate scale and asphalt cement scale have been certified by an outside certified scale company in appropriate time prior to beginning of production.

Documentation

* All documentation can be stored electronically and such documentation can be printed at any time.

Harrison Construction

2025

Contractor Quality Control Plan

QC Mngr: B.J. Everett
Tech: *Henry Wiltfang - Scott Shelton*
Tech: *Jonathan Fisher - Burton Short*
Plant: I-75 (Raccoon Valley)
Plant Type: Drum
Approved By TDOT Materials & Test: *Alex Murchison*

All Plant Types

1) Stockpiles
   a) Before beginning of production determine gradation of project specific stockpiles and RAP if applicable.
   b) Inspect stockpile yard for stockpile contamination and segregation daily.
   c) Determine gradation and asphalt content of RAP if applicable (every 2000 tons of RAP used).

2) Cold Feed Bins
   a) Verify cold feed settings before production to ensure actual percentages needed.

3) Bituminous Mixture
   a) Determine percent bitumen and gradation of mix being produced .
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   b) Ensure mix temperature while obtaining the QC production samples and as needed to ensure consistency.
   c) Determine percent moisture weekly in mix when reclaimed asphalt pavement is a component material.
   d) Determine volumetrics daily(a.m. / p.m.) of the mix produced when applicable to the project.
   e) Record all necessary data and post QC control charts for project in Lab.

4) Verify that the load out platform scale have been certified by an outside certified scale company.
a) Document accuracy of all weighing and metering devices for AC, aggregates and anti-stripping additive.

Batch Plants

1) Determine percent of hot bins (or cold feeds if modified batch plant) to be used to meet the overall gradation for the JMF for the project.
2) Check Mixing times (wet and dry) at beginning of production and adjust as needed.
3) Verify that aggregate scale and asphalt cement scale have been certified by an outside certified scale company in appropriate time prior to beginning of production.

Documentation

* All documentation can be stored electronically and such documentation can be printed at any time.

Harrison Construction

2025

Contractor Quality Control Plan

QC Mngr: B.J. Everett
Tech: *Henry Wiltfang* - *Scott Shelton*
Tech: *Jonathan Fisher* - *Burton Short*
Plant: Watt Rd.
Plant Type: Drum
Approved By TDOT Materials & Test: *Alex Murchison*

All Plant Types

1) Stockpiles
   a) Before beginning of production determine gradation of project specific stockpiles and RAP if applicable.
   b) Inspect stockpile yard for stockpile contamination and segregation daily.
   c) Determine gradation and asphalt content of RAP if applicable (every 2000 tons of RAP used).

2) Cold Feed Bins
   a) Verify cold feed settings before production to ensure actual percentages needed.

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   a) Determine percent bitumen and gradation of mix being produced .
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   b) Ensure mix temperature while obtaining the QC production samples and as needed to ensure consistency.
   c) Determine percent moisture weekly in mix when reclaimed asphalt pavement is a component material.
   d) Determine volumetrics daily(a.m. / p.m.) of the mix produced when applicable to the project.
   e) Record all necessary data and post QC control charts for project in Lab.

4) Verify that the load out platform scale have been certified by an outside certified scale company.
a) Document accuracy of all weighing and metering devices for AC, aggregates and anti-stripping additive.

Batch Plants

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2) Check Mixing times (wet and dry) at beginning of production and adjust as needed.
3) Verify that aggregate scale and asphalt cement scale have been certified by an outside certified scale company in appropriate time prior to beginning of production.

Documentation

* All documentation can be stored electronically and such documentation can be printed at any time.

RLA-17412 **R-25-6-409**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with APAC-Atlantic, Inc. for the provision of hot mix hauling and placement services for narrow (under 15' wide) County roads for Fiscal Year 2026.
(Engineering and Public Works)

Attachments

Resolution

Narrow-APAC-contractFY26

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH APAC-ATLANTIC, INC. FOR THE PROVISION OF HOT MIX HAULING AND PLACEMENT SERVICES FOR NARROW (UNDER 15' WIDE) COUNTY ROADS FOR FISCAL YEAR 2026.

RESOLUTION: R-25-6-409

REQUESTED BY: ENGINEERING & PUBLIC WORKS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS: _____
DIRECTOR OF LAW

APPROVED: _____
DATE

VETOED: _____
DATE

VETO OVERRIDE: _____
DATE

MINUTE BOOK _____ **PAGE** _____

WHEREAS, Knox County and its Engineering and Public Works Department desire to have a contractor provide hot mix hauling and placement services for narrow (under 15' wide) County roads for Fiscal Year 2026; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that APAC-Atlantic, Inc. submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with APAC-Atlantic, Inc. is effective beginning on July 1, 2025 and ending on June 30, 2026; and

WHEREAS, APAC-Atlantic, Inc. has the necessary qualifications to perform the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with APAC-Atlantic, Inc. for the provision of Narrow Road Hot Mix Hauling and Placement Services for Fiscal Year 2026 is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with APAC-Atlantic, Inc. for the provision of Narrow Road Hot Mix Hauling and Placement Services for Fiscal Year 2026 shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

APAC-Atlantic, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and APAC-Atlantic, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Narrow Road Hot Mix Hauling and Placement Services FY 2026, (Invitation for Bids #3660) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bids, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3660 for Narrow Road Hot Mix Hauling and Placement Services FY 2026 per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3660. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Narrow Road Hot Mix Hauling and Placement Services FY 2026 detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Narrow Road Hot Mix Hauling and Placement Services FY 2026 in the fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Narrow Road Hot Mix Hauling and Placement Services FY 2026, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Narrow Road Hot Mix Hauling and Placement Services FY 2026 for Knox County in accordance with Invitation for Bids #3660.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3660
B. Contractor's Response to Invitation for Bids #3660

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

APAC-Atlantic, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3660

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Narrow Road Hot Mix Hauling and Placement Services FY 2026** as specified herein. Bids must be received by **2:00 p.m. local time** on **May 21, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3660
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (IFB).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addressees and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition,

Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Submission by facsimile or email is strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County may consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as a form of payment.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper,
1.19.2 Not include pages of unnecessary advertising,
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **May 7, 2025 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance (Attachment C).

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to obtain a Contractor(s) to augment the efforts of the Knox County Engineering and Public Works Department with Narrow Road Hot Mix Hauling and Placement Services and various other roadway items. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost and service quality, which includes previous work history and performance on similar roadway improvements.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) **will be required** to set up separate accounts for Knox County Engineering and Public Works and any other departments that may use this Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Engineering and Public Works
Attn: Samantha Chittum
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this bid or delete goods and/or services that Knox County deems necessary. If items are to be added, Knox County and the Contractor(s) will arrive at a mutually agreed upon price. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **ALTERNATE MATERIALS:** The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications pertaining to the material or article, only the specified item shall be used.

In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for the written approval of the County no less than five (5) business days prior to the bid opening. No bid will be accepted which bids to use a non-approved alternate. The County shall notify all bidders of any approved alternates by addendum only. The County reserves the right to reject any or all bids.

3.6 **AWARD STATUS:** Knox County intends to issue a one (1) year award; the inclusive dates will be July 01, 2025 through June 30, 2026. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.7 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.8 **BID ENVELOPE COVER:** The bid envelope cover sheet **must** be completed and attached to the **outside** of your bid. **Failure to do so will result in the rejection of your bid.**

3.9 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.10 **CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract (e.g. CDL license). Certifications of technicians **shall be included** in the bid package. It shall be the awarded vendor's responsibility to maintain current certifications with Knox County Procurement for the duration of the Contract.

3.11 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.12 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working email. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.13 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.14 **CONSTRUCTION PROJECTS:** Any construction undertaking, for which the total cost of the project is Twenty-Five Thousand Dollars ($25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no solicitation will be opened unless the outside of the sealed envelope containing the solicitation provides the following information: The Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the solicitation.

If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars ($25,000), the solicitation envelope is to be annotated with the phrase "Subcontractor's Bid is less than $25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the solicitation. If no subcontractors are being used, the outside of the envelope must state, "No subcontractors are being used on this project." **All solicitations must be submitted in one envelope. Bidder must use the Bid Envelope Cover Sheet provided with the Invitation for Bid.**

3.15 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues.

In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.16 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.17 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the County any conflicts that may occur among the various provisions of the specifications and plans. The County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict.

Failure of the Contractor to bring conflicts or exceptions to the attention of the County shall allow the County to require any changes deemed necessary before acceptance by the County.

3.18 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department. All shipping charges must be noted under the delivery fee along with a minimum volume for delivery.

Asphalt materials shall be delivered in an efficient manner such that the paving operation is continuously moving. Prior to work commencing Knox County and the contractor shall discuss and agree upon the required number of trucks for efficient delivery and paving operations.

All deliveries must be unloaded and placed in the location desired by Knox County. No deliveries will be made outside of Knox County.

3.19 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit (Attachment B) required by Public Acts, 2000, Chapter 918.

3.20 **EQUIPMENT REQUIREMENTS:** Prior to each specific job beginning, Knox County and the Contractor shall agree upon the appropriate paving equipment needed for the job. For example, roadways less than 20 feet in width will require a paver with an 8-foot screed. Electronic screed control may be required on roadways with a posted speed limit of 35 mph and higher, as deemed necessary by Knox County.

3.21 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	100 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.22 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.23 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.24 **FORCE MAJEURE:** The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of the vendor, may impact distribution costs. The pricing offered as a result of this bid is to be based upon known and calculated expenses; therefore should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the vendor may request relief only for the duration of said occurrence.

3.25 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.26 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.27 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.28 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.29 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

Contractor(s) may be asked to submit a sample copy of their invoice for review during evaluation of this IFB; account information may be deleted.

3.29.1 The invoice must show the amount due to the Contractor by Knox County.
3.29.2 All invoices shall be submitted within thirty (30) days of work being performed.
3.29.3 The invoice must show: daily work quantities and detailed breakdown of TDOT AC adjustments, a copy of the approved mix design that was used in the project(s) being invoiced, as well as any additional information as required by Knox County.
3.29.4 Invoices are to be original and uniquely pre-numbered.
3.29.5 Submit original invoice and one (1) exact copy.
3.29.6 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desire to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.30 **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

3.31 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.

3.32 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.33 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.34 **NOTIFICATION:** The Contractor will be solely responsible for notifying the residents of all subdivision roads (and any other road Knox County deems necessary) of the planned work by the use of signage. The signage will be provided by Knox County and installed by the Contractor a minimum of seventy-two (72) hours in advance of work to be done. The cost of this item shall be included in the cost of other items and no separate pay item will be considered. In the event the successful Contractor does not adhere to these notification requirements, paving operations shall be suspended until the seventy-two (72) hours of required notification is met.

3.35 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.36 **ON-SITE SUPERVISION REQUIREMENT:** The successful contractor shall have a crew supervisor on site at all times when work is performed. Prior to work being performed, the contractor shall notify Knox County of who the crew supervisor shall be for the upcoming work. At no time, shall the County inspection staff be required to direct means and methods of Contractor's duties.

3.37 **PERFORMANCE AND PAYMENT BOND:** The successful vendor(s) shall be required to execute a performance and payment bond in the amount of $1,000,000.00 upon execution of the written Contract. This bond shall be in full force until June 30, 2026, at which time the executed Contract will expire. Contractor's costs associated for the Performance and Payment Bond must be included in their cost per ton or item, as specified.

3.38 **PERSONAL PROPERTY:** The successful vendor(s) shall be fully responsible for all personal property located within the area to be paved. This shall include, but not be limited to vehicles, mailboxes, driveway culverts, flower gardens, poles, etc. The successful vendor(s) shall make immediate notification to the Knox County inspector assigned to that project if damage occurs. The property owner shall also be notified immediately, and a course of corrective action discussed and agreed upon at the earliest possible time; in no event shall the vendor(s) exceed forty-eight (48) hours to notify the property owner of damage to their personal property.

3.39 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.40 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for the Contract period of July 01, 2025 through June 30, 2026. The price per ton shown in Section VI shall include all costs for final placement according to TDOT specifications or as directed by the Knox County Engineering and Public Works Department. Knox County shall pay for obtaining pavement samples and analysis after placement by Contractor. Knox County will only pay for material placed and compacted. In the event the contractor brings excess asphalt, it will be the contractor's responsibility to dispose of without cost to Knox County.

3.41 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.42 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. It shall be the successful Contractor's sole responsibility to verify specific job quantities prior to beginning work for approved jobs.

3.43 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.44 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.45 **SAFETY:** Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

3.46 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto.

The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.47 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.48 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.50 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **May 7, 2025**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

4.1 **SCOPE OF WORK:** This work shall consist of hot mix hauling and placement services for Knox County. The awarded Contractor(s) will both haul and place asphalt and concrete as requested by the Knox County Engineering and Public Works Department on an as-needed basis.

4.2 **ASPHALT LEVELING COURSE:** Knox County will periodically ask the Contractor to level "rough" sections of roadway, resulting from weak shoulders, utility cuts, rutting, dips, etc. with a yet to be determined quantity of ACS Mix (PG 64-22) (BPMLC-HM) Grading CS or C.

4.3 **BITUMINOUS PLANT LEVELING FOR WEARING SURFACE:** These specifications cover bituminous plant mix (leveling) for wearing surface. It shall be used where and as indicated by the Knox County Engineering and Public Works Department.

4.4 **CONCRETE CURB:** Curbing to be installed and meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021 as well as Knox County Standard Drawing, Standard Drawing RP-SC-1, Standard Drawing RP-VC-10 and/or Standard Drawing RP-VC-11.

4.5 **CONCRETE HAULING:** Hauling of concrete mixes for curbing shall conform to TDOT Road and Bridge Standard Specifications (January 01, 2021), including batch times, compressive strengths, slump, air content, etc. or Knox County may reject without payment.

4.6 **CONCRETE SIDEWALK:** Sidewalk to be installed and meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021, and Standard Drawing MM-SW-1. In addition, cost of sidewalk in square feet will include two (2) inches of mineral aggregate type A base, grading D to serve as a base for concrete placement.

4.7 **CONCRETE HANDICAP RAMP:** All ramps to be installed must meet all requirements as set forth in TDOT, Standard Specifications for Roadway and Bridge Construction, January 01, 2021. The price of ramps shall include the installation of truncated domes and all features as noted in TDOT standard drawings MM-CR-1 through MM-CR-9.

4.8 **HAULING:** Hauling shall begin at the plant of the asphalt supplier. Destination and routes to and from the plant are to be determined by the Knox County Engineering and Public Works Department, with each load being weighed at the asphalt plant. Knox County reserves the right to weigh materials at the plant and to receive tickets at the site. Asphalt loaded into trucks at the plant will not be less than 320 degrees Fahrenheit. Tarps to cover mix will be left to the discretion of the Knox County Engineering and Public Works Department.

4.9 **HOLIDAY WORK RESTRICTIONS:** Work performed on Federal and observed Knox County holidays require seventy-two (72) hour advance notice and approval prior to commencing work. Knox County may also restrict work hours on other days in order to mitigate holiday traffic.

4.10 **MATERIALS:** Any material supplied by the Contractor under the provisions of these specifications and plans shall be new or recycled materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the County. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design. Type IV aggregate will not be permitted as a coarse aggregate. The asphaltic concrete surface, Grade D shall meet the requirements of TDOT Standard Specifications for Road and Bridge Construction (January 01, 2021) Sections 411 and 903.11, or any subsequent revisions.

4.11 **MINERAL AGGREGATE BASE TYPE A, GRADING D:** Placement of base stone shall be at the direction of Knox County on a properly prepared sub grade. The means and methods shall be in conformance with TDOT Section 303, including but not limited to delivery, spreading, shaping, compaction, etc.

4.12 **MIX DESIGNS:** The contractor shall provide and receive written approval from Knox County on all mix designs for all mixes to be used as part of this contract prior to the placement of any product. In addition, all mix designs shall have a unique Knox County mix design number and this design number shall be placed on all tickets. In the event any mix is delivered to the jobsite without a ticket specifying the mix design, the load(s) will be rejected and no payment will be offered for these quantities.

4.13 **MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped, and operated that the processing of the materials results in a uniform and satisfactory product meeting the requirements of the specifications and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.

4.14 **PLACEMENT SPECIFICATIONS:** The asphalt will be placed on the road with an asphalt paver, the size being determined by the Knox County Engineering and Public Works Department. The Contractor shall use rollers for compaction. All joints and driveway transitions are to be made to meet the Knox County Engineering and Public Works' requirements, which shall include milling all tie-in joints. Specifically, all transverse joints left overnight shall be constructed using a paper joint procedure.

4.15 **PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this Contract. The Basic Bituminous Material Index for this Contract will be ***(April 2025) $600.00 per ton for PG 64-22 and $667.50 per ton for PG 70-22***.

4.16 **RAILROAD CROSSINGS:** Knox Count shall be notified prior to any paving project that will cross a railroad line, so that Knox County can coordinate the work with the railroad.

4.17 **RECYCLED MATERIAL:** Recycled Asphalt Pavement (RAP) may be utilized in this project. Bidders must specify whether they intend to use Recycled Asphalt Pavement in their bid response. The use of Recycled Asphalt Pavement shall meet the requirements established by the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction dated January 01, 2021, as amended by that organization or its successor. Bidders may not use crushed slag as a coarse or fine aggregate for any asphaltic material utilized in the Contract.

4.18 **RESPONSE TIME:** The contractor(s) shall commence work no later than fourteen (14) calendar days from notice by Knox County of our intentions to place any specified pay items. In the event the contractor fails to do so, Knox County may levy fines of Seven Hundred Fifty Dollars ($750.00) per day for each day the work isn't commenced as directed.

4.19 **SURFACE PREPARATION:** All equipment necessary for the satisfactory performance of this construction shall be on hand and approved before work will be permitted to begin. The equipment shall include a power broom or other mechanical sweeping equipment, pressure distributor and such other equipment and small tools as may be required to perform the work in a satisfactory manner. In addition, prior to any paving being commenced the existing surface shall be clean, dry and free from any debris (e.g., millings and leaves). Knox County shall inspect this surface prior to paving and approve the cleanliness of the surface prior to any asphalt being placed.

4.20 **TACK COAT:** The Contractor(s) shall furnish a trackless tack coat (403-02.01) and distributor as required by section 403 of the Tennessee Department of Transportation standard specifications for road and bridge construction dated January 01, 2021. The price of this tack coat shall be included in the price per ton of asphalt used and no separate payment will be authorized.

4.21 **THICKNESS AND SURFACE REQUIREMENTS:** The Contractor(s) shall furnish a grader for ditches and shoulders and a broom to clean the road before resurfacing. Each surface course shall have a thickness to be determined by the Knox County Engineering and Public Works Department. Refer to Section 407 of the Tennessee Department of Transportation standard specifications for road and bridge construction dated January 01, 2021 for grading "D" requirements.

4.22 **TDOT REGULATIONS:** All hot mix must meet the Tennessee Department of Transportation, Bureau of Highways, Standard Specifications for road and bridge construction as outlined in the various sections of 307 and various Sections of 411 of specifications dated January 01, 2021, or any subsequent revisions.

4.23 **USE OF MULTIPLE CREWS:** The Contractor may use multiple crews only after receiving prior approval to do so by Knox County.

4.24 **UTILITIES:** It will be the sole responsibility of the contractor(s) to notify all affected utilities of any planned work and make the necessary accommodations in regard to raising valves, manholes, etc. No separate payment will be made for this coordination and work but will be included in the price of other items.

4.25 **WEATHER LIMITATIONS:** The Contractor shall refer to Section 407.09 of the Tennessee Department of Transportation Standard Specifications for road and bridge construction dated January 01, 2021.

4.26 **WEIGHT:** All trucks may be subject to be weighed on any scale as designated by the Knox County Engineering and Public Works Department.

****Please note that it is not necessary to return pages one (1) through fourteen (14) with your response.**
You must complete and return pages fifteen (15) through twenty-four (24).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.12 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.13 Did you complete and include the Tennessee Criminal History Affidavit as detailed in Section 2.7? YES NO

5.14 Will you allow Knox County designees to tour and inspect your facility as per Section 2.20? YES NO

5.15 Did you attach your completed Bid Envelope Cover as detailed in Section 3.8? YES NO

5.16 Did you include your certifications as detailed in Section 3.10? YES NO

SECTION V VENDOR INFORMATION FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 – CONTINUED

VENDOR NAME: _____

5.17	**Did you complete and include the Drug Free Affidavit as detailed in Section 3.19?**	**YES**	**NO**
5.18	**Did you include your fully executed Insurance Checklist as detailed in Section 3.26?**	**YES**	**NO**
5.19	**Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.31?**	**YES**	**NO**
5.20	**Do you intend to use Recycled Asphalt Pavement as detailed in Section 4.17?**	**YES**	**NO**
5.21	**Can you meet the Response Time as detailed in Section 4.18?**	**YES**	**NO**
5.22	**Do you have a power broom adequate to clean and prep pavement surfaces for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.23	**Do you have a motor grader that will be available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.24	**Do you have a 10' paver available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.25	**Do you have an 8' paver available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.26	**Do you have a functioning automatic screed control available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.27	**Do you have a milling machine with a 7' minimum width available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.28	**Do you have a skid steer mounted cold planer available for Knox County projects meeting the response time detailed in Section 4.18?**	**YES**	**NO**
5.29	**Do you have adequate trucking available for Knox County projects to keep paving operations moving throughout the day?**	**YES**	**NO**
5.30	**Would additional trucks be available at the request of Knox County, if needed?**	**YES**	**NO**
5.31	**Do you have adequate equipment to meet compaction requirements for Knox County projects?**	**YES**	**NO**
5.32	**Do you have a TDOT approved hot mix plant? If yes, attach current certification(s).**	**YES**	**NO**
5.33	**Do you have equipment to place concrete curbing available for Knox County projects?**	**YES**	**NO**
5.34	**Do you have equipment and personnel available for Knox County projects to install ADA compliant sidewalks and ramps?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

VENDOR NAME: _____

6.1 Section 411-01.10 ACS Mix (PG 64-22) Grading D per T.D.O.T. Specification 407.09

Estimated 2,500 tons at $_____ Per Ton F.O.B. Destination

6.2 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Ton – Estimated 2,500 Tons

To be used on local, low volume roadways only at $_____ per Ton F.O.B. Destination

Note: Vendors are hereby cautioned that these are estimated quantities. No guarantee is given or implied to the actual quantities to be used under this Contract.

6.3 Section 411 ACS Mix (hot mix) Grading E, Asphalt Curbing or Berm

To be used for driveway berms, re-establishing curbs, etc. at $_____per Linear Foot F.O.B. Destination

6.4 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS

To be used for leveling at $_____per Ton F.O.B. Destination

6.5 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS

To be used for parking lot paving at $ _____ per Ton F.O.B. Destination

6.6 Section 307-01.09 ACS Mix (PG 64-22) Grade C

To be used for leveling at $_____ per Ton F.O.B. Destination

6.7 Section 307-01.08 ACS Mix (PG 64-22) (BPMB-HM) Grading B-M2

To be used for base binder at $_____ per Ton F.O.B. Destination

6.8 Section 307-01.01 ACS (PG 64-22) Grading A

To be used for base binder at $ _____ Per Ton F.O.B. Destination

6.9 Section 307-01.20 ACS (PG 64-22) (BPMB-HM) Grading AS

To be used for base binder at $_____ per Ton F.O.B. Destination

6.10 Section 411-TL in 70-22

at $_____ per Ton F.O.B. Destination

6.11 Section 303-01.01 Mineral Aggregate Type A Base, Grading D per Ton

at $_____per Ton installed on prepared subgrade F.O.B. Destination

6.12 Pavement/Soil Removal per CY

Price to include hauling/disposal of all excavated material. To be used on soft areas prior to applying final surface, including any necessary saw cutting as deemed necessary by Knox County,

at $_____ per Cubic Yard F.O.B. Destination

SECTION VI VENDOR PRICING FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: _____

6.13 Adjusting Manhole Frames at $_____ per Each

6.14 Adjusting Valve Boxes at $_____ per Each

6.15 Section 415-01.01 Cold Planning (Milling) Bituminous

6.15.1 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement- Profile Milling

at $_____ per Ton milled F.O.B. Destination

6.15.2 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement – Wedge Milling

at $_____ per Ton milled F.O.B. Destination

6.16 Skid Steer with Planer (to be used for the milling of small areas)

at $_____ per Hour, including operator and machine

6.17 403-02.01 - Trackless Tack Coat (TC) – material install ONLY - to be applied to roads at Knox County's direction prior to County paving staff resurfacing said roadway(s)

at $ _____ per Ton.

6.18 407-20.05 – Saw Cutting Asphalt Pavement

at $ _____ per Linear Foot F.O.B. Destination

6.19 502-04.01 – Sawing Concrete Pavement Full Depth

at $ _____ per Linear Foot F.O.B. Destination

6.20 Skid Steer

at $ _____ per Hour, including operator and machine

6.21 Hydraulic Mini Excavator

at $ _____ per Hour, including operator and machine

6.22 Rubber Tired Backhoe (CAT 420 or equal)

at $ _____ per Hour, including operator and machine

6.23 Dump Truck (14 Yard Bed) Tri-Axle

at $ _____ per Hour, including operator and machine

6.24 Special Projects – To be used on locations where minor incidental work needs to be completed prior to paving (e.g. adjusting frame and grates on catch basins)

6.24.1 Laborer $ _____ per Hour

6.24.2 Foreman $ _____ per Hour

6.24.3 Materials cost plus _____ % markup

SECTION VI VENDOR PRICING FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: _____

6.25 Police Patrol Car with Lights, to be used for Traffic Control at $_____per Hour.

6.26 Nighttime Paving Operations (Contractor to provide all necessary lighting and lighting equipment for crew safety).

$_____ Lump Sum per Project

6.27 TDOT Item 713-16.01 Changeable Message Boards at $_____ per Day F.O.B. Destination

Failure to provide any of the above or requested information in this IFB may be cause for disqualification.

ATTACHMENT A
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3660

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO- SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: _____Authorizing Signature: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: _____ Authorizing Signature: _____

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3660

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3660

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

BID ENVELOPE COVER

NAME OF PROJECT: **Narrow Road Hot Mix Hauling and Placement Services FY 2026**
Invitation for Bids #3660

SEALED BIDS WILL BE RECEIVED BY:

Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **2:00 p.m. local time** (TIME) **May 21, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY / STATE / ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ (if applicable to this project) _____ Dollar Limit

ARE SUB-CONTRACTORS TO BE USED ON THIS PROJECT? **YES** **NO**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

PLACE THIS COVER SHEET ON THE OUTSIDE OF SEALED BID.

Attachment B

Contractor's Response
to
Invitation for Bids #3660

ORIGINAL

SECTION V VENDOR INFORMATION FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor:** APAC-ATLANTIC, INC.

5.2 **Vendor number as assigned by Knox County:** 11311

5.3 **Street Address:** 1431 CENTERPOINT BLVD., SUITE 100

City: KNOXVILLE **State:** TN **Zip:** 37932

5.4 **Contact Person:** KODY HARRIS

5.5 **Telephone Number:** 865-310-6132

5.6 **Vendor's Email address:** KODY.HARRIS@HARRISONCC.COM

5.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Robert E. Hice, VICE PRESIDENT
(Sign in BLUE ink)

5.8 **Vendor's Knox County Business License Number:** 10003677721
(If Applicable) ***Attach A Copy Of The License.***

5.9 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1 YES **Addendum 2**_____ **Addendum 3**_____ **Addendum 4**_____

5.10 **Do you accept the terms and conditions of the bid?** (YES) NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Did you include the correct number of exact copies as detailed in Section 1.9?** (YES) NO

5.12 **Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?** (YES) NO

5.13 **Did you complete and include the Tennessee Criminal History Affidavit as detailed in Section 2.7?** (YES) NO

5.14 **Will you allow Knox County designees to tour and inspect your facility as per Section 2.20?** (YES) NO

5.15 **Did you attach your completed Bid Envelope Cover as detailed in Section 3.8?** (YES) NO

5.16 **Did you include your certifications as detailed in Section 3.10?** (YES) NO

SECTION V VENDOR INFORMATION FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 – CONTINUED

VENDOR NAME: APAC-ATLANTIC, INC.

5.17	Did you complete and include the Drug Free Affidavit as detailed in Section 3.19?	YES	NO
5.18	Did you include your fully executed Insurance Checklist as detailed in Section 3.26?	YES	NO
5.19	Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.31?	YES	NO
5.20	Do you intend to use Recycled Asphalt Pavement as detailed in Section 4.17?	YES	NO
5.21	Can you meet the Response Time as detailed in Section 4.18?	YES	NO
5.22	Do you have a power broom adequate to clean and prep pavement surfaces for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.23	Do you have a motor grader that will be available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.24	Do you have a 10' paver available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.25	Do you have an 8' paver available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.26	Do you have a functioning automatic screed control available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.27	Do you have a milling machine with a 7' minimum width available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.28	Do you have a skid steer mounted cold planer available for Knox County projects meeting the response time detailed in Section 4.18?	YES	NO
5.29	Do you have adequate trucking available for Knox County projects to keep paving operations moving throughout the day?	YES	NO
5.30	Would additional trucks be available at the request of Knox County, if needed?	YES	NO
5.31	Do you have adequate equipment to meet compaction requirements for Knox County projects?	YES	NO
5.32	Do you have a TDOT approved hot mix plant? If yes, attach current certification(s).	YES	NO
5.33	Do you have equipment to place concrete curbing available for Knox County projects?	YES	NO
5.34	Do you have equipment and personnel available for Knox County projects to install ADA compliant sidewalks and ramps?	YES	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026

VENDOR NAME: APAC-ATLANTIC, INC.

6.1 Section 411-01.10 ACS Mix (PG 64-22) Grading D per T.D.O.T. Specification 407.09

Estimated 2,500 tons at $ 175.00 Per Ton F.O.B. Destination

6.2 Section 411-01.11 ACS Mix (PG 64-22) Grading E Roadway per Ton – Estimated 2,500 Tons

To be used on local, low volume roadways only at $ 165.00 per Ton F.O.B. Destination

Note: Vendors are hereby cautioned that these are estimated quantities. No guarantee is given or implied to the actual quantities to be used under this Contract.

6.3 Section 411 ACS Mix (hot mix) Grading E, Asphalt Curbing or Berm

To be used for driveway berms, re-establishing curbs, etc. at $ 16.00 per Linear Foot F.O.B. Destination

6.4 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS

To be used for leveling at $ 145.00 per Ton F.O.B. Destination

6.5 Section 307-01.15 ACS Mix (PG 64-22) (BPMLC-HM) Grading CS

To be used for parking lot paving at $ 155.00 per Ton F.O.B. Destination

6.6 Section 307-01.09 ACS Mix (PG 64-22) Grade C

To be used for leveling at $ 135.00 per Ton F.O.B. Destination

6.7 Section 307-01.08 ACS Mix (PG 64-22) (BPMB-HM) Grading B-M2

To be used for base binder at $ 115.00 per Ton F.O.B. Destination

6.8 Section 307-01.01 ACS (PG 64-22) Grading A

To be used for base binder at $ 118.00 Per Ton F.O.B. Destination

6.9 Section 307-01.20 ACS (PG 64-22) (BPMB-HM) Grading AS

To be used for base binder at $ 120.00 per Ton F.O.B. Destination

6.10 Section 411-TL in 70-22

at $ 175.00 per Ton F.O.B. Destination

6.11 Section 303-01.01 Mineral Aggregate Type A Base, Grading D per Ton

at $ 45.00 per Ton installed on prepared subgrade F.O.B. Destination

6.12 Pavement/Soil Removal per CY

Price to include hauling/disposal of all excavated material. To be used on soft areas prior to applying final surface, including any necessary saw cutting as deemed necessary by Knox County,

at $ 60.00 per Cubic Yard F.O.B. Destination

SECTION VI VENDOR PRICING FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: APAC-ATLANTIC, INC.

6.13 Adjusting Manhole Frames at $ 350.00 per Each

6.14 Adjusting Valve Boxes at $ 125.00 per Each

6.15 Section 415-01.01 Cold Planning (Milling) Bituminous

6.15.1 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement- Profile Milling at $ 45.00 per Ton milled F.O.B. Destination

6.15.2 Section 415-01.01 Cold Planning (Milling) Bituminous Pavement – Wedge Milling at $ 70.00 per Ton milled F.O.B. Destination

6.16 Skid Steer with Planer (to be used for the milling of small areas)

at $ 300.00 per Hour, including operator and machine

6.17 403-02.01 - Trackless Tack Coat (TC) – material install ONLY - to be applied to roads at Knox County's direction prior to County paving staff resurfacing said roadway(s)

at $ 1,250.00 per Ton.

6.18 407-20.05 – Saw Cutting Asphalt Pavement

at $ 2.25 per Linear Foot F.O.B. Destination

6.19 502-04.01 – Sawing Concrete Pavement Full Depth

at $ 4.50 per Linear Foot F.O.B. Destination

6.20 Skid Steer

at $ 170.00 per Hour, including operator and machine

6.21 Hydraulic Mini Excavator

at $ 170.00 per Hour, including operator and machine

6.22 Rubber Tired Backhoe (CAT 420 or equal)

at $ 160.00 per Hour, including operator and machine

6.23 Dump Truck (14 Yard Bed) Tri-Axle

at $ 135.00 per Hour, including operator and machine

6.24 Special Projects – To be used on locations where minor incidental work needs to be completed prior to paving (e.g. adjusting frame and grates on catch basins)

6.24.1 Laborer $ 55.00 per Hour

6.24.2 Foreman $ 85.00 per Hour

6.24.3 Materials cost plus 15 % markup

SECTION VI VENDOR PRICING FOR BID NUMBER 3660, NARROW ROAD HOT MIX HAULING AND PLACEMENT SERVICES FY 2026 - CONTINUED

VENDOR NAME: APAC-ATLANTIC, INC.

6.25 Police Patrol Car with Lights, to be used for Traffic Control at $ 65.00 per Hour.

6.26 Nighttime Paving Operations (Contractor to provide all necessary lighting and lighting equipment for crew safety).

$ 2,750.00 Lump Sum per Project

6.27 TDOT Item 713-16.01 Changeable Message Boards at $ 850.00 per Day F.O.B. Destination

Failure to provide any of the above or requested information in this IFB may be cause for disqualification.

ATTACHMENT A
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3660

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
~~NO~~ YES	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.**

21. **THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.**

22. **CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.**

23. **OTHER INSURANCE REQUIRED**_____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: Liberty Mutual Insurance Co **Authorizing Signature:** David Shafer

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: APAC - ATLANTIC, INC. **Authorizing Signature:** Robert E. Rice, V.P.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

APAC-ATLANTIC, INC

424218

ID NUMBER: 59289
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:GARY LOFLIN
APAC-ATLANTIC, INC
1431 CENTERPOINT BLVD SUITE 100
KNOXVILLE, TN 37932

424218

State of Tennessee

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
APAC-ATLANTIC, INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 59289
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2027
UNLIMITED; HRA; MU

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

APAC-Atlantic, Inc.

2 Business name/disregarded entity name, if different from above

Harrison Construction

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 32626

Requester's name and address (optional)

6 City, state, and ZIP code

Knoxville, TN 32626

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	8	–	1	4	0	1	4	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** DocuSigned by: Laura B Nell 272707172 4A3147... | **Date ▶** 20-Jan-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3660

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, ROBERT E. HILL, President or other Principal Officer of

APAC-ATLANTIC, INC., swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Robert E. Hill, V.P.
President or Principal Officer

For: APAC-ATLANTIC, INC.
Name of Company

STATE OF TENNESSEE {COUNTY OF KNOX }

Subscribed and sworn before me by ROBERT E. HILL,

President or Principal Officer of APAC-ATLANTIC, INC.,

On this 21 day of MAY 2025.

Notary Public

My Commission expires: MY COMMISSION EXPIRES AUG 4, 2027

TAYLOR COCHRAN
State of Tennessee Notary Public
KNOX COUNTY, TENNESSEE

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3660

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, ROBERT E. HILL, President or other Principal

Officer of APAC-ATLANTIC, INC., swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Robert E. Hill, V.P.
President or Principal Officer

For: APAC-ATLANTIC, INC.
Name of Company

STATE OF TENNESSEE}
COUNTY OF KNOX }

Subscribed and sworn before me by ROBERT E. HILL,

President or Principal Officer of APAC-ATLANTIC, INC.,

On this 21 day of MAY 2025.

Taylor Cochran
Notary Public

My Commission expires: MY COMMISSION EXPIRES AUG 4, 2027

TAYLOR COCHRAN
State of Tennessee Notary Public
KNOX COUNTY, TENNESSEE

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Henry Wiltfang

Has successfully completed the Department's course in

Asphalt Concrete Certified Plant Technician

Valid Until : 01/27/2030 Certificate No : 6275

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Bobby Everett

Has successfully completed the Department's course in

Asphalt Mix Design Methods

Valid Until : 02/18/2026 Certificate No : 4340

Heather Pirtle
Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Bobby Everett

Has successfully completed the Department's course in

Asphalt Concrete Certified Plant Technician

Valid Until : 02/18/2026 Certificate No : 4340

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Bobby Everett

Has successfully completed the Department's course in

Asphalt Certified Roadway Technician

Valid Until : 09/24/2029 Certificate No : 4340

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Scott Shelton

Has successfully completed the Department's course in

Asphalt Certified Roadway Technician

Valid Until : 09/24/2029 Certificate No : 6274

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Scott Shelton

Has successfully completed the Department's course in

Asphalt Concrete Certified Plant Technician

Valid Until : 01/27/2030 Certificate No : 6274

Heather Purdy

Materials and Tests

Construction

Tennessee Department of Transportation
Materials and Test Division
This is to certify that

Henry Wiltfang

Has successfully completed the Department's course in

Asphalt Certified Roadway Technician

Valid Until : 09/24/2029 Certificate No : 6275

Heather Purdy

Materials and Tests

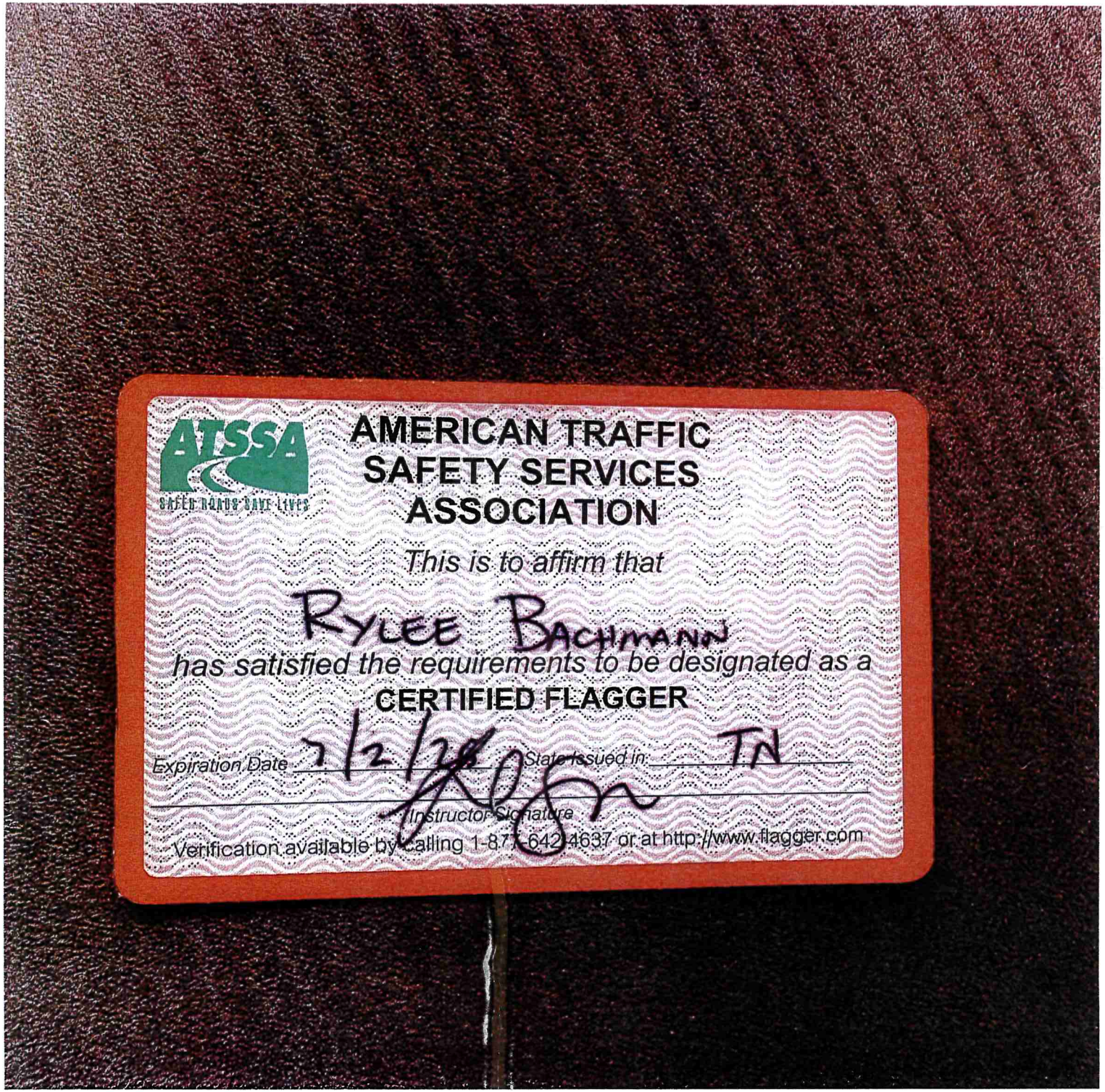
Construction

ATSSA Certified Traffic Control Technician

Type: Certification Expires: Yes

EMPLOYEES WITH THIS SKILL

Code	Name	Obtained	Expires
205.626874	Rylee Bachmann	07/02/2021	07/02/2025
205.627362	Joshua Lopez	06/30/2023	06/30/2027
205.628096	Trey Schmidt	04/01/2025	03/31/2029
205.628098	Eric Palm	04/01/2025	03/31/2029
205.628100	Lcnetria Lucas	04/01/2025	03/31/2029
205.628101	Skylar Copeland	04/01/2025	03/31/2029



ATSSA
SAFER ROADS SAVE LIVES

AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that

RYLEE BACHMANN

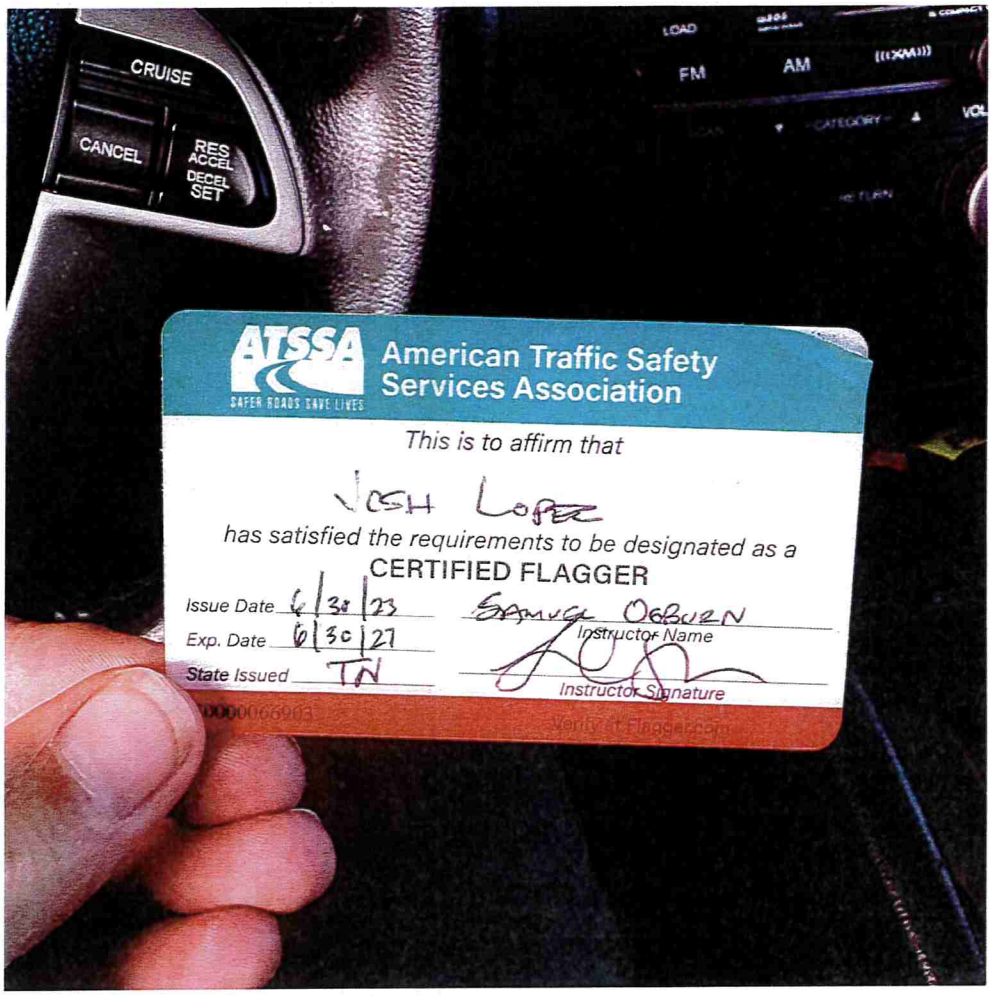
has satisfied the requirements to be designated as a

CERTIFIED FLAGGER

Expiration Date 7/2/28 *State Issued in:* TN

Instructor Signature

Verification available by calling 1-877-642-4637 or at http://www.flagger.com


CRUISE
CANCEL
RES
ACCEL
DECEL
SET
LOAD
FM
AM
CATEGORY
ATSSA
SAFER ROADS SAVE LIVES
American Traffic Safety Services Association
This is to affirm that
JOSH LOPEZ
has satisfied the requirements to be designated as a
CERTIFIED FLAGGER
Issue Date 6/30/23
Exp. Date 6/30/27
State Issued TN
SAMUEL OSBURN
Instructor Name
Instructor Signature

ATSSA Corporate Office
15 Riverside Parkway
Fredericksburg, VA 22406
540-368-1701 | ATSSA.com

ATSSA Washington D.C. Office
512 8th Street, SE
Washington, DC 20003

Dear Certified Flagger:

Enclosed, please find your card signifying you as an ATSSA Certified Flagger. This card should be carried and presented to employers while performing work on our nation's roadways. Please be aware that the card is not valid without a photo I.D.

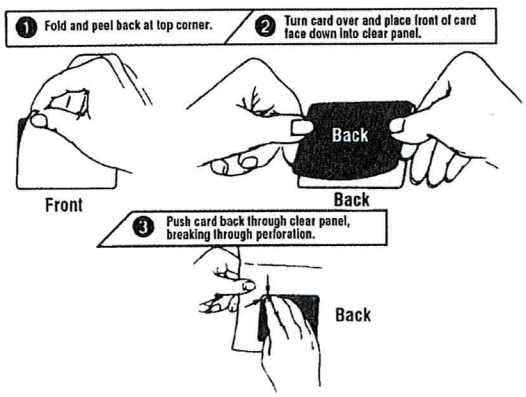
We commend you on your decision to become an ATSSA Certified Flagger. This distinction reflects that you have been trained by the leader in roadway safety and entitles you to be listed on our National Flagger Database. Please review your state requirements for expiration of your flagger card.

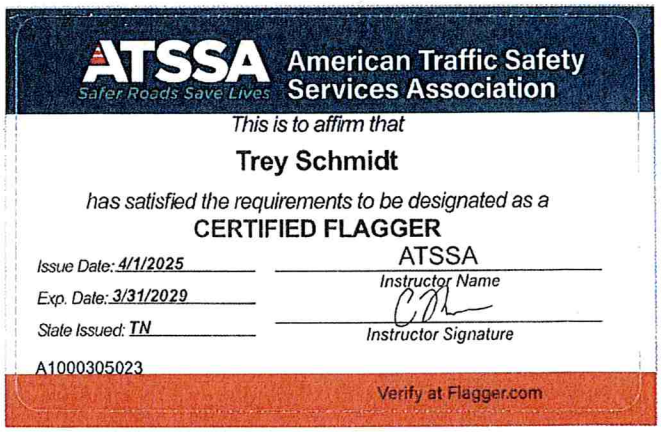
Once again, ATSSA thanks you for your dedication to ensuring that our work zones are safe and that lives will be saved with proper training. Please visit our website at ATSSA.com for additional training courses and work zone safety products.

Sincerely,

Clark Thomas
VP of Learning

Laminating the front of your card with Dual Laminate:





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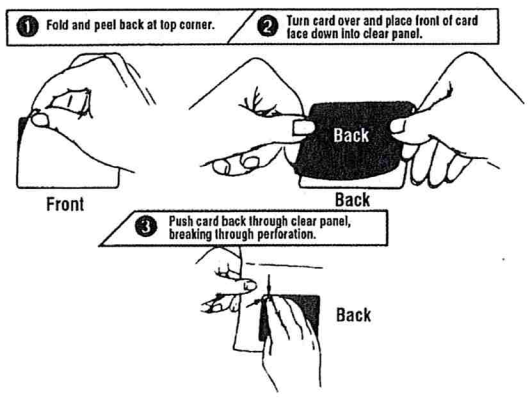

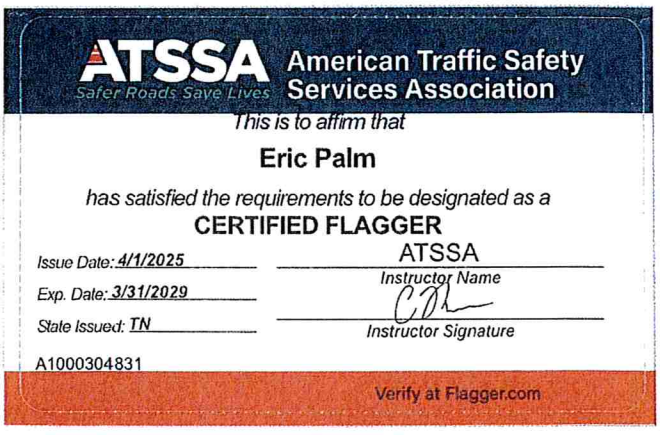

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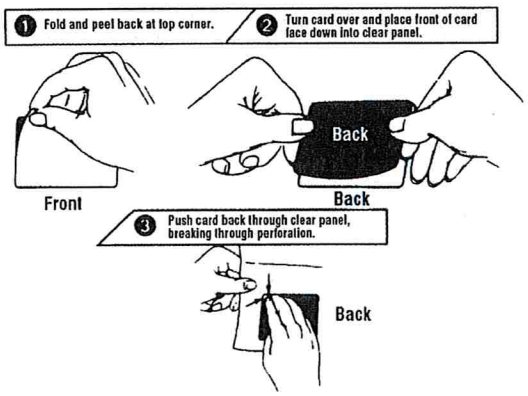

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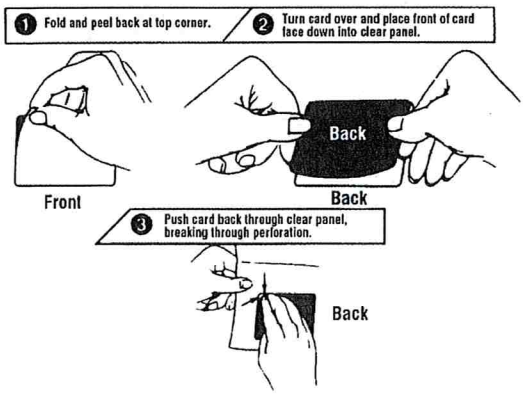


Equipment	Description	Year	Make	Model	VIN Number	Category
01.633233	2000 Ford F350 Flatbed Trk. #12122	2000	Ford	F350	1FDWF36F9YEC12122	5021.049
01.649897	2004 Ford Pickup Truck #48247	2004	Ford	F250	1FTNW20L74EC48247	0121.049
01.7501	2008 Dodge 2500 Crewcab Pickup Trk. w/Liftgate #216301	2008	Dodge	2500 Ram	3D7KR28D98G216301	0121.049
01.7511	2011 Ford F150 Pickup Truck #93482	2011	Ford	F150	1FTFW1CFXBFB93482	0120.049
01.7513	2011 Ford F150 Pickup Truck #93484	2011	Ford	F150	1FTFW1CF3BFB93484	0120.049
01.7514	2011 Ford F150 Supercrew Pickup Trk. #93485	2011	Ford	F150	1FTFW1CF5BFB93485	0120.049
01.8561	2009 Ford F350 Crewcab Pickup Trk. # 2804	2009	Ford	F350	1FTWW30Y89EA62004	0122.049
01.8562	2009 Ford F350 Crewcab Pickup Trk. #96442	2009	Ford	F350	1FTWW30Y49EA96442	0122.049
01.8577	1999 Ford F150 Plant Truck #7111	1999	Ford	F150	1FTZF172XXNA27111	0120.049
01.8578	2002 GMC 1500 Pickup Truck #7729	2002	GMC	1500	1GTEC14T12Z347729	0120.049
01.8581	2013 Ford F350 Crewcab Pickup Truck #2373	2013	Ford	F350	1FT8W3A63DEB42373	0122.049
01.8587	2014 Ford F150 Supercab Pickup Trk. #28818	2014	Ford	F150	1FTVX1EF4EKF28818	0120.049
01.8589	2014 Ford F150 Supercab Pickup Trk. #40186	2014	Ford	F150	1FTFX1CFXEKF40186	0120.049
01.8591	2015 Ford F150 #38307	2015	Ford	F150	1FTEX1CF9FKD38307	0120.049
01.8592	2015 Ford F150 #38308	2015	Ford	F150	1FTEX1CF0FKD38308	0120.049
01.8593	2015 Ford F150 #38309	2015	Ford	F150	1FTEX1CF2FKD38309	0120.049
01.8594	2015 Ford F150 #38310	2015	Ford	F150	1FTEX1CF9FKD38310	0120.049
01.8595	2016 Ford F250 Pickup Truck #52810	2016	Ford	F250	1FT7X2A6XGEA52810	0121.049
01.8597	2016 Ford F250 Pickup #73346	2016	Ford	F250	1FT7X2A66GEA73346	0121.049
01.8598	2016 Ford F250 Pickup #73345	2016	Ford	F250	1FT7X2A64GEA73345	0121.049
01.8604	2016 Ford F150 Super Crew Pickup #99620	2016	Ford	F150 Supercab	1FTEW1CF0GKE99620	0120.049
01.8607	2016 Ford F150 Pickup Truck #99618	2016	Ford	F150	1FTMF1CF8GKE99618	0120.049
01.8608	2017 Ford F350 Crew Truck #34763	2017	Ford	F350	1FT8W3A60HEE34763	0122.049
01.8609	2017 Ford F250 Pickup Truck #34764	2017	Ford	F250	1FT7X2A69HEE34764	0121.049
01.8611	2018 Ford F150 Pickup Truck #04452	2018	Ford	F150	1FTEX1C56JKC04452	0120.049
01.8613	2018 Ford F150 Pickup Truck #04453	2018	Ford	F150	1FTEX1C58JKC04453	0120.049
01.8615	2018 Chevrolet 2500HD Crewcab #35088	2018	Chevrolet	2500 HD	1GC1CUEG8JF235088	0121.049
01.8617	2018 Chevrolet 2500HD Crewcab #36531	2018	Chevrolet	2500 HD	1GC1CUEG4JF236531	0121.049
01.8619	2018 Chevrolet 1500 Pickup Truck #86743	2018	Chevrolet	1500	1GCNCNEC1JZ286743	0120.049
01.8634	2019 Ram 1500 Pickup Truck #62616	2019	Ram	1500	1C6RR6KT0KS562616	0120.049
01.8635	2019 Ram 1500 Pickup Truck #62617	2019	Ram	1500	1C6RR6KT2KS562617	0120.049
01.8644	2020 Ford F250 Crewcab #97417	2020	Ford	F250	1FT7W2A65LED97417	0121.049
01.8646	2020 Ford F250 Pickup #97419	2020	Ford	F250	1FT7W2A69LED97419	0121.049
01.8647	2020 Ford F250 Pickup #97420	2020	Ford	F250	1FT7W2A65LED97420	0121.049
01.8649	2020 Ford F250 Crewcab #97421	2020	Ford	F250	1FT7W2A67LED97421	0121.049
01.8650	2021 Ford F250 CrewCab #24275	2021	Ford	F250	1FT7W2A60MEC24275	0121.049
01.8651	2021 Ford F250 CrewCab #24276	2021	Ford	F250	1FT7W2A62MEC24276	0121.049
01.8652	2020 Ford F150 SuperCrew 4x4 #98482	2020	Ford	F150	1FTFW1E55LFB98482	0120.049
01.8654	2021 Ford F150 CrewCab 4X4 #97998	2021	Ford	F150 XL Crew Cab	1FTFW1E54MFA97998	0120.049
01.8655	2021 Chevrolet Silverado 1500 Crew Cab 4X4 #93798	2021	Chevrolet	1500	3GCPYAEH2MG293798	0120.049
01.8656	2008 Chevrolet Colorado #59541	2008	Chevrolet	Colorado	1GCCS149088159541	0110.049
01.8657	2012 Ford F250 Pickup #27699	2012	Ford	F250	1FT7W2B69CEB27699	0121.049

01.8667	2021 RAM 1500 Tradesman 4x4 Crew Cab #34708	2021	Ram	1500	1C6SRFGT2MN834708	0120.049
01.8669	2022 Chevrolet Silverado 1500 Crew Cab #23779	2022	Chevrolet	1500 LT Crew Cab	3GCUDAEDXNG623779	0120.049
02.8501	2004 Haulmark Enclosed Trailer #50638	2004	Haulmark	GC612BT	16HCB12223G050638	0200.049
02.8503	1981 Trimline Van Trl. #V95815	1981	Trimline	Van Trailer	V95815	0200.049
02.8504	1993 TrailEze Bobcat Trl. #10743	1993	Trail-Eze	D600R12	1DA12RANGPP010743	0210.049
02.8507	2007 Ridgeline Trailer #00357	2007	Ridgeline	R7K	4MYT3222271000357	0210.049
02.8510	2004 Ridgeline Utility Trailer	2004	Ridgeline	R7K	4MYT3162141000365	0210.049
02.8511	2018 Big Tex 6X16 Trailer #72824	2018	Big Tex	Utility	16VHX2028K6072824	0210.049
02.8512	2018 Rice 6X16 Trailer #21845	2018	Rice Trailer	14K GVW	4RWBE202XKH021845	0210.049
02.8518	2020 Glory Made 6.5 x 12 trailer #64085	2020	Glory	6.5X12 WCH4	1G9GBU223LC564085	0210.049
02.8519	2021 Homesteader 508MX QC Trailer #87259	2021	Homesteader	508FS	5HABD0812MN087259	0210.049
02.8524	1999 Homemade Trailer #00136	1999	Homemade	CPM	TNCVEDU01100136	0210.049
02.8525	2003 Haul Rite Trailer #19648	2003	Haulrite	Utility	5CCTU16273N019648	0210.049
02.8526	2007 Hurst Trailer #57214	2007	Hurst	6c	1H9TA121271057214	0210.049
02.8527	2017 Cam Tilt Trailer #50798	2017	CAM	5CAM19STT	5JPBU1920HP050798	0210.049
02.8528	2021 Ridgeline R10K Tandem Axle Trailer #00078	2021	Ridgeline	R7K	4MYT52527M1000078	0210.049
02.8529	2022 Lamar H6831827 7 Ton Equipment Trailer #05274	2022	Lamar	LX	5RVH6182XNP105274	0210.049
02.8530	2022 Diamond C DEC 207 22X102 Trailer #54344	2022	Diamond C	DET202L	46UF2224N1254344	0210.049
02.8531	2022 Ridgeline 15 Ton Tandem Trailer #00217	2022	Ridgeline	R7K	4MYT82525N1000217	0210.049
02.8532	2023 Carry On 7x12 Low Pro 6K Trailer #35363	2023	Carry-On Trailer	Trailer	4YMBD1220PG035363	0200.049
03.8503	2002 Hurst Trailer #57213	2002	Hurst	6c	1H9T3212621057213	0210.049
03.8504	2007 Hurst Single Axle Curb Machine Trl. #7045	2007	Hurst	6c	1H9FA101871057045	0210.049
03.8516	2006 Trailboss Trailer #02385	2006	Trailboss	Unidentified	4S0DP282161002385	0302.049
04.530280	1993 Hurst Pressure Washer Trl. #1057022	1993	Hurst	6C	1H9TE1624P1057022	0302.049
04.574104	1996 Etnyre 50t Lowboy Trl. #11174	1996	Etnyre	R50	1E9D1630XTE11174	0404.049
04.580104	1995 Hurst Tilt Trailer #57019	1995	Hurst	6c	1H9T31422S1057019	0210.049
04.580546	1996 Hurst Tilt Trailer #57093	1996	Hurst	6c	1H9TB1621T1057093	0210.049
04.8516	1998 Etnyre AR-A Asphalt Tanker #07038	1998	Etnyre	ARA T6508	1E9T43209WE007038	0411.049
04.8526	2014 Talbert 55 Ton Trailer #33007	2014	Talbert	T4DW558AHRG	40FSK5234E1033007	0405.049
04.8529	2017 XL Specialized Lowboy Trailer #017139	2017	XL	XL110SA	4U3J0543XJL017139	0404.049
04.8533	1983 Fruehauf Box Trailer #06609	1983	Fruehauf	Van Trailer	1H2V04S25DE006609	0400.
04.8534	2012 Rogers 3 Axle Lowboy Trailer #25764	2012	Rogers	CR50PL80	1RBH54309CAR25764	0404.049
05.8501	2020 Ford F350 Utility Body #30456	2020	Ford	F350	1FTRF3A65LEC30456	0500.049
05.8504	2021 Ford F350 Utility Body #24163	2021	Ford	F350	1FD8W3GN1MED24163	0500.049
05.8505	2020 Ford F350 Utility Truck #24164	2020	Ford	F350	1FD8W3GN3MED24164	0500.049
05.8506	2021 Ford F350 Crew Cab Service Truck #66341	2021	Ford	F350	1FD8W3HT4MED66341	0500.049
05.8507	2021 Chevrolet Silverado 2500HD Utility #20505	2021	Chevrolet	2500	1GB1WLE78MF220505	0500.049
05.8508	2021 Chevrolet Silverado 2500HD Utility #26676	2021	Chevrolet	2500	1GB1WLE73MF126676	0500.049
05.8509	2021 Chevrolet 2500 Utility Body #72478	2021	Chevrolet	2500	1GC0WLE7XMF172478	0500.049
05.8511	2022 Chevrolet 2500 Crew Cab Utility Body #85316	2022	Chevrolet	2500	1GB4WLE76NF185316	0500.049
05.8514	2023 Chevrolet Silverado 2500 HD Crew Cab #64265	2023	Chevrolet	2500	1GB1WLE71PF174553	0500.049
05.8515	2024 Chevrolet Silverado 2500 Crew Utility Bed #64265	2024	Chevrolet	2500	1GB4WLE71RF164265	0500.049
05.8516	2024 Chevrolet Silverado 2500 Crew Utility Bed #43646	2024	Chevrolet	2500	1GB4WLE77RF143646	0500.049

07.8506	2007 Ford F550 Mechanic Trk. w/Liftgate #26092	2007	Ford	F550	1FDAF56P57EB26092	0702.049
07.8512	2002 Ford F350 Cone Trk. #96336	2002	Ford	F350	1FDWF36F92EC96336	0700.049
07.8513	2007 Dodge 3500 Mechanic Trk. #7915	2007	Dodge	3500	3D7ML46A87G837915	0701.049
07.8527	2003 Ford F250 Plant Maintenance Truck #5574	2003	Ford	F250	1FTNX20L63EB45574	0700.049
07.8528	2015 Ford F550 Mechanic Trk. w/Crane #33508	2015	Ford	F550	1FDUF5GY8FEB33508	0702.049
07.8530	2016 Ford F550 #67110	2016	Ford	F550	1FDUF5GY8GEA67110	0702.049
07.8531	2016 Ford F550 #67111	2016	Ford	F550	1FDUF5GYXGEA67111	0702.049
07.8535	2016 Ford F550 #18300	2016	Ford	F550	1FDUF5GY6GEB18300	0702.049
07.8540	2017 Dodge 5500 Mechanic Truck #0887	2017	Dodge	Ram 5500	3C7WRMBL3HG680887	0702.049
07.8542	2020 Kenworth T270 Mechanics Truck #80826	2020	Kenworth	T270	2NKHHM6X0LM380826	0703.049
07.8543	2018 Ram 5500 Mechanic Truck #92145	2018	Ram	5500	3C7WRMBL1JG392145	0702.049
07.8548	2020 Ford F550 4X4 Mechanic Truck #12486	2020	Ford	F550 XL 4X4	1FDUF5HT5LDA12486	0702.049
07.8549	2021 Kenworth T270 Mechanic Truck #66723	2021	Kenworth	T270	2NKHHM6X2MM466723	0703.049
07.8553	2017 Ford F550 XL 4x2 w 2016 Altec AT40G 40ft #17200	2017	Ford	F550 4X2	1FDUF5GT7HEC17200	0702.049
07.8554	2023 Chevrolet Silverado 5500 Mechanic's Truck #19285	2023	Chevrolet	5500	1HTKJPVK9PH719285	0701.049
07.8556	2023 Chevrolet Silverado 5500 Mechanic's Trck w/Crane #59262	2023	Chevrolet	5500	1HTKHPVKXPH359262	0702.049
07.8558	2024 Chevrolet Silverado MD 4WD Mech Trk w/Crane #30856	2024	Chevrolet	4500	1HTKJPVK1RH430856	0702.049
07.8559	2024 Chevrolet 4500HD Mechanics Truck #30855	2024	Chevrolet	4500	1HTKJPVKXRH430855	0702.049
12.2013	2007 Hyster #11 Forklift #3493E (see note for location)	2007	Hyster	H60FT	L177B13493E	1200.049
12.8500	1999 Genie 60ft Manlift #4083	1999	Genie	S60X	560-4083	1225.049
12.8503	1994 CDS 706E Fork Trk. #4946	1994	CDS	706E	4946	1202.049
12.8504	1999 Mitsubushi Fork Lift #50925	1999	Mitsubishi	FG15	AF25-50925	1202.049
12.8507	2004 Genie 65ft Man Lift #10210	2004	Genie	S65	S6004-10210	1225.049
12.8509	2011 Toyota 5000# Pnuematic Tire Forklift #36162	2011	Toyota	8FGCU20	8FGU25-36162	1200.049
12.8510	2011 Toyota 5000# Pnuematic Tire Forklift #36145	2011	Toyota	8FGCU20	8FGU25-36145	1200.049
12.8511	2011 Toyota 5000# Pneumatic Tire Forklift #36106	2011	Toyota	8FGCU20	8FGU25-36106	1200.049
12.8518	1983 Nissan EH02 Fork Truck #20126	1983	Nissan	PJ02A25V	EH02-920126	1202.049
13.7503	2011 Kubota Tractor Broom #70493	2011	Kubota	L5240HSTC-3	70493	1302.049
13.8512	2011 Broce RCT350 Midmount Broom #407295	2011	Broce	RCT 350	407295	1301.049
13.8517	2014 Broce RCT350 Mid Mount Broom #08429	2014	Broce	RCT 350	408429	1302.049
13.8519	2021 Superior DT74J Mid-Mount Broom (13.2013) #21889	2021	Superior	DT74J	821889	1301.049
13.8520	2021 Superior DT74J Mid-Mount Broom (13.2015) #21890	2021	Superior	DT74J	821890	1301.049
14.644396	1998 John Deere 550G Dozer #42115	1998	John Deere	550G	T0550GL842115	1404.049
14.8504	2000 CAT D6R Dozer #02562	2000	Caterpillar	D6R XL	5LN02562	1406.049
14.8505	2002 CAT D6R Dozer #03332	2002	Caterpillar	D6R XL	5LN03332	1406.049
14.8509	2008 John Deere 450J Dozer #66328	2008	John Deere	450J	T0450JX166328	1404.049
14.8510	2015 CAT D5K II Dozer #01075	2015	Caterpillar	D5K	KWW01075	1405.049
14.8512	2006 Caterpillar D6R XL III Dozer #01492	2006	Caterpillar	D6R XL	LAAX01492	1406.049
23.2132	2024 Rental-2023 Caterpillar 299D3XE Skid Steer #02462	2023	Caterpillar	299D3 XE	0BX902462	2301.049
23.2133	2024 Rental - 2023 Caterpillar 299D3 Compact Trk Ldr #06101	2023	Caterpillar	299D3 XE	0DY906101	2301.049
23.2138	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00123	2024	Hyundai	HS120V	DDH2S501TS000123	2300.049
23.2139	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00163	2024	Hyundai	HS120V	DDH2S501AS000163	2300.049
23.2140	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00110	2024	Hyundai	HS120V	DD2HS501PS000110	2300.049

23.2141	2024 Rental - 2024 Hyundai HS 120V Skid Steer #00122	2024	Hyundai	HS120V	DDH2S501CS000122	2300.049
23.5071	2004 Komatsu WA250 Wheel Loader #73456	2004	Komatsu	WA250-5L	173456	2310.049
23.642114	2001 Caterpillar 962G Wheel Loader #00329	2001	Caterpillar	962G	4PW00329	2330.049
23.642907	2000 CAT IT28 Wheel Loader #02970	2000	Caterpillar	IT28G	8CR02970	2310.049
23.644229	2000 CAT 950G Wheel Loader #01804	2000	Caterpillar	950G	3JW01804	2320.049
23.645521	2002 CAT IT28G Wheel Loader #03722	2002	Caterpillar	IT28G	8CR03722	2310.049
23.646306	2002 Caterpillar 248 Skid Steer #01216	2002	Caterpillar	248	6LZ01216	2300.049
23.653477	2005 CAT 930G Wheel Loader #00691	2005	Caterpillar	930G	TWR00691	2310.049
23.7001	2000 Komatsu WA450 Wheel Loader #71758	2000	Komatsu	WA450	71758	2335.049
23.8503	2007 CAT 248B Skid Steer #01375	2007	Caterpillar	248B	SCL01375	2300.049
23.8504	2007 CAT 248B Skid Steer w/Mill #01725	2007	Caterpillar	248B	SCL01725	2300.049
23.8505	2004 John Deere 250 Skid Steer #29857	2004	John Deere	250	T00250A929857	2300.049
23.8527	2004 CAT 980G Wheel Loader #H0288	2004	Caterpillar	980G	AWH0288	2340.049
23.8556	2005 Komatsu WA250L-5 Wheel Loader #70216	2005	Komatsu	WA250L-5	70216	2310.049
23.8558	2012 Komatsu WA320 Wheel Loader #35383	2012	Komatsu	WA320-6	A35383	2320.049
23.8561	2004 CAT 252B Skid Steer #00508	2004	Caterpillar	252B	CAT0252BTSCP00508	2300.049
23.8562	2006 Komatsu WA250 Wheel Loader #74249	2006	Komatsu	WA250-5L	KMTWA055C57A74249	2310.049
23.8563	2000 CAT 928G Wheel Loader #02481	2000	Caterpillar	928G	6XR02481	2310.049
23.8567	2015 Komatsu WA320-7 Wheel Loader #36740	2015	Komatsu	WA320-7	A36740	2320.049
23.8572	2016 CAT 972M XE Wheel Loader #00822	2016	Caterpillar	972M XE	EDW00822	2335.049
23.8573	2016 CAT 299D Track Skid Steer #00684	2016	Caterpillar	299D	CAT0299DKDX200684	2301.049
23.8574	2016 CAT 272D Skid Steer w/Mill #00310	2016	Caterpillar	272D	CAT0272DEMD200310	2300.049
23.8575	2016 CAT 950M Wheel Loader #02152	2016	Caterpillar	950M	CAT0950MCEMB02152	2320.049
23.8586	2008 CAT 980H Wheel Loader #04011	2008	Caterpillar	980H	CAT0980HPJMS04011	2340.049
23.8590	2019 CAT 972M Wheel Loader#02018	2019	Caterpillar	972M	CAT0972MJLSJ02018	2335.049
23.8591	2014 Toro TX427 Walk Behind Skid Steer #00430	2014	Toro	TX425	314000430	2300.049
23.8592	2020 Caterpillar 972M Wheel Loader #02705	2020	Caterpillar	972M	CAT0972MLLSJ02705	2335.049
23.8597	2020 Volvo L120H Wheel Loader #632823	2020	Volvo	L120H	632823	2320.049
23.8598	2020 Volvo L120H Wheel Loader #632824	2020	Volvo	L120H	632824	2320.049
23.8601	2021 Volvo L70H Wheel Loader #24511	2021	Volvo	L70H	VCE0L70HC0S624511	2310.049
23.8603	2017 Case 280 Skid Steer #30190	2017	Case	SV280	NHM430190	2300.049
23.8604	2018 Case SR175 Skid Steer #37486	2018	Case	SR175	JAFSR175PHM437486	2300.049
23.8606	2010 Caterpillar 950H Wheel Loader #03166	2010	Caterpillar	950H	K5K03166	2320.049
23.8608	2015 Case SR175 Skid Steer #10897	2015	Case	SR175	JAFSR175PFM410897	2300.049
23.8611	2022 Volvo L120H Wheel Loader #33176	2022	Volvo	L120H	633176	2330.049
23.8615	2023 Caterpillar 972 XE Wheel Loader #00273	2023	Caterpillar	972 XE	E5F00270	2335.049
23.8616	2024 Volvo L120H Wheel Loader #33614	2024	Volvo	L120H	L120HV633614	2330.049
23.8618	2024 Takeuchi TL12V2 Compact Track Loader #08197	2024	Takeuchi	TL12V2	412008197	2301.049
23.8627	2024 Volvo L120H Wheel Loader #33646	2024	Volvo	L120H	VCEL120HP0S633646	2320.049
24.646102	2002 CAT 430D Rubber Tire Backhoe #01297	2002	Caterpillar	430D	BML01297	2420.049
24.8502	2007 CAT 420E Rubber Tired Backhoe #02199	2007	Caterpillar	420E	HLS02199	2410.049
24.8508	2006 Case 580SM #11774	2006	Case	580SM	N6C411774	2410.049
27.652241	2003 CAT 735 Artic Trk. #00302	2003	Caterpillar	735	AWR00302	2730.049
29.8507	2016 Chicago Pneumatic RX4 Hydraulic Breaker #62341	2016	Chicago Pneumatic	CP0022	BES062341	2950.049

29.8508	2020 Caterpillar PC412 Rotary Asphalt Cutter #00189	2020	Caterpillar	PC408	NP400189	2915.
30.593303	1996 CAT 140H Motor Grader #01476	1996	Caterpillar	140H	2ZK01476	3030.049
30.655337	2006 Caterpillar 12H 140hp 29k Motor Grader #01171	2006	Caterpillar	12H	CBK01171	3020.049
30.8503	2007 Champion C80C Motor Grader #07557	2007	Champion	C80C	26-07557	3000.049
30.8516	1995 Caterpillar 12G Motor Grader #16155	1995	Caterpillar	12G	61M16155	3010.049
30.8519	2021 Leeboy 695B Motor Grader #92825	2021	Leeboy	685B	292825	3020.049
31.219223	1998 CAT 320BL Excavator #02427	1998	Caterpillar	320BL	6CR02427	3120.049
31.655299	2006 CAT 325 Excavator #01539	2006	Caterpillar	325	CRB01539	3130.049
31.8520	2015 Caterpillar 336FL Excavator #00425	2015	Caterpillar	336EL	RKB00425	3135.049
31.8521	2016 CAT 308E Excavator #04928	2016	Caterpillar	308E	CAT0308EHFJX04928	3110.049
31.8545	2023 Caterpillar 306 Mini Excavator #10638	2023	Caterpillar	306	CAT00306L6G610638	3110.049
34.8525	2019 Ver-Mac ST4815 Arrow Board #23632	2019	Vermac	ST4815	1V9US1113KH223632	3400.049
34.8526	2019 Ver-Mac ST4815 Arrow Board #23631	2019	Vermac	ST4815	1V9US1111KH223631	3400.049
34.8527	20019 Ver-Mac ST4815 Arrow Board #23911	2019	Vermac	ST4815	1v9us1117kh223911	3400.049
34.8528	2019 Ver-Mac ST4815 Arrow Board #23908	2019	Vermac	ST4815	1V9US1117KH223908	3400.049
34.8529	2019 Ver-Mac ST4815 Arrow Board #23638	2019	Vermac	ST4815	1V9US1114KH223638	3400.049
34.8530	2019 Ver-Mac ST4815 Arrow Board #23640	2019	Vermac	ST4815	1V9US1112KH223640	3400.049
50.7503	2011 Ford F750 Crew Supply Trk. #99725	2011	Ford	F750	3FRXF7FK6BV599725	5024.049
50.7504	2011 Ford F750 Crew Supply Trk. #99726	2011	Ford	F750	3FRXF7FK8BV599726	5024.049
50.8505	2016 Ford F550 #67112	2016	Ford	F550	1FD0W5GY3GEA67112	5022.049
50.8510	2000 Ford F350 Flatbed #49344	2000	Ford	F350	1FDWF37F2YEA49344	5021.049
50.8514	2022 Chevrolet Silverado 5500 Foreman's Work Truck #99290	2022	Chevrolet	5500	1HTKHPVK5NH799290	5022.049
51.653411	2006 Mack CT713 Dump Truck #02454	2006	Mack	CV713	1M2AL02C36M002454	8850.049
51.8530	2001 Mack RD688S Dump Truck #56770	2001	Mack	RD688S	1M2P267C61M056770	8850.049
51.8531	2003 Mack CV713 Dump Trk. #02796	2003	Mack	CV713	1M2AG11CX3M002796	8850.049
51.8532	2003 Mack CV713 Dump Trk. #02788	2003	Mack	CV713	1M2AG11C03M002788	8850.049
51.8533	2004 Mack CV713 Dump Trk. #08984	2004	Mack	CV713	1M2AG11C64M008984	8850.049
51.8535	2004 Mack CV713 Dump Trk. #08863	2004	Mack	CV713	1M2AG11C54M008863	8850.049
51.8540	2004 Mack CV713 Dump Trk. #08876	2004	Mack	CV713	1M2AG11C34M008876	8850.049
51.8542	2004 Mack CV713 Dump Trk. #08859	2004	Mack	CV713	1M2AG11C34M008859	8850.049
51.8556	2006 Mack CV713 Water Truck. #34669	2006	Mack	CL713	1M2AG11C36M034669	5340.049
51.8560	2006 Mack CV713 4-axle Water Truck. #41327	2006	Mack	CL713	1M2AG11CX6M041327	5340.049
51.8594	2023 Chevrolet 5500 Silverado 4x4 with Dump Bed #39449	2023	Chevrolet	5500	1HTKJPVK3PH739449	5120.049
52.8526	2016 Kenworth W900 #7881	2016	Kenworth	W900	1XKWP4TX8GR497881	5240.049
52.8529	2018 KW T880 Road Tactor #98199	2018	Kenworth	T880	1XKZP4TX1JJ198199	5240.049
52.8531	2012 Kenworth T800 Tractor #25269	2012	Kenworth	T800	1XKDD40X5CJ325269	5230.049
53.547832	1994 Mack DM690 Water Trk. #014327	1994	Mack	DM690	1M2B210C6RM014327	5330.049
53.8500	2003 Ford F750 Water Trk. #06141	2003	Ford	F750	3FDX75H73MB06141	5120.049
53.8513	2013 Kenworth T370 Water Trk #62778	2013	Kenworth	T370	2NKHHM7X2DM362778	5320.049
54.8503	2007 Sterling L7500 Distributor Truck #84770	2007	Sterling	L7500	2FZAA5DC67AX84770	5420.049
54.8514	2020 KW T370 Distributor #402912	2020	Kenworth	T370	2NKHHM7X8LM402912	5420.049
54.8515	2021 Kenworth T370 Distributor Truck #439463	2021	Kenworth	T370	2NKHHM7X1MM439463	5420.049
54.8517	2021 Kenworth T370 Distributor Truck #48000	2021	Kenworth	T370	2NKHHM7X6MM448000	5420.049

54.8518	2015 International 7300 Distributor Trk #16132	2015	International	7300	1HTZZAAN6FHS16132	5420.049
55.652242	2005 GMC 7500 Fuel/Lube Trk. #529364	2005	GMC	7500	1GDM7C1C85F529364	5520.049
55.8508	2018 Kenworth T880 Lube Truck #01843	2018	Kenworth	T800	1NKZL70X3JJ201843	5530.049
56.400	2011 Mack GU813 Mixer #14482	2011	Mack	GU813	1M2AX13BXBM014482	5635.049.1
56.401	2012 Mack GU813 Mixer #14873	2012	Mack	GU813	1M2AX13C0CM014873	5635.049.1
56.402	2012 Mack GU813 Mixer #15063	2012	Mack	GU813	1M2AX13C3CM015063	5635.049.1
56.403	2013 Mack GU813 Mixer #17948	2013	Mack	GU813	1M2AX13C7DM017948	5635.049.1
56.655267	2007 Mack CTP713B Mixer #02582	2007	Mack	CTP713	1M2AT13C47M002582	5635.049.1
56.8556	2007 International Paystar 5000 Mixer #11385	2007	International	P5000	1HTXHAHT27J411385	5635.049.1
56.8557	2014 Mack GU713 Mixer #19745	2014	Mack	GU713	1M2AX04C0EM019745	5660.049.1
56.8558	2014 Mack GU713 Mixer #19746	2014	Mack	GU713	1M2AX04C2EM019746	5660.049.1
56.8559	2014 Mack GU713 Mixer #19747	2014	Mack	GU713	1M2AX04C4EM019747	5660.049.1
56.8560	2014 Mack GU713 Mixer #19748	2014	Mack	GU713	1M2AX04C6EM019748	5660.049.1
56.8561	2014 Mack GU713 Mixer w/55' Telescopic conveyor #19744	2014	Mack	GU713	1M2AX04C9EM019744	5650.049.1
56.8563	2015 Mack GU713 Mixer #25516	2015	Mack	GU713	1M2AX04C2FM025516	5660.049.1
56.8564	2015 Mack GU713 Mixer #25514	2015	Mack	GU713	1M2AX04C9FM025514	5650.049.1
56.8565	2015 Mack GU713 Mixer #25517	2014	Mack	GU713	1M2AX04C4FM025517	5660.049.1
56.8566	2015 Mack GU713 Mixer #25515	2015	Mack	GU713	1M2AX04C0FM025515	5660.049.1
56.8567	2016 Mack GU713 Mixer #30071	2016	Mack	GU713	1M2AX04C2GM030071	5660.049.1
56.8568	2016 Mack GU713 Mixer #30069	2016	Mack	GU713	1M2AX04C4GM030069	5660.049.1
56.8569	2016 Mack GU713 Mixer #30072	2016	Mack	GU713	1M2AX04C4GM030072	5650.049.1
56.8570	2016 Mack GU713 Mixer #30070	2016	Mack	GU713	1M2AX04C0GM030070	5660.049.1
56.8571	2016 Mack GU713 Mixer #30068	2016	Mack	GU713	1M2AX04C2GM030068	5660.049.1
56.8572	2017 Mack GU713 Rear Discharge Mixer #34886	2017	Mack	GU713	1M2AX04CXHM034886	5660.049.1
56.8573	2017 Mack GU713 Rear Discharge Mixer #34894	2017	Mack	GU713	1M2AX04C9HM034894	5660.049.1
56.8574	2017 Mack GU713 Mixer #35592	2017	Mack	GU713	1M2AX04C9HM035592	5660.049.1
56.8575	2017 Mack GU713 Mixer #35593	2017	Mack	GU713	1M2AX04C0HM035593	5660.049.1
56.8576	2017 Mack GU713 Mixer #35594	2017	Mack	GU713	1M2AX04C2HM035594	5660.049.1
56.8577	2017 Mack GU713 Mixer #35595	2017	Mack	GU713	1M2AX04C4HM035595	5660.049.1
56.8578	2017 Mack GU713 Mixer #35596	2017	Mack	GU713	1M2AX04C6HM035596	5660.049.1
56.8579	2017 Mack GU713 Mixer #35597	2017	Mack	GU713	1M2AX04C8HM035597	5660.049.1
56.8580	2018 Mack GU713 Mixer #39424	2018	Mack	GU713	1M2AX04C0JM039424	5650.049.1
56.8581	2019 Mack GR64FR Mixer #10477	2019	Mack	GR64B	1M2GR2GC1KM010477	5660.049.1
56.8582	2019 Mack GR64FR Mixer #10478	2019	Mack	GR64B	1M2GR2GC3KM010478	5660.049.1
56.8583	2019 Mack GR64FR Mixer #11297	2019	Mack	GR64B	1M2GR2GC4KM011297	5660.049.1
56.8584	2020 Kenworth T880 Mixer #08640	2020	Kenworth	T880	1NKZX7EX5LJ408640	5660.049.1
56.8585	2020 Kenworth T880 Mixer #08641	2020	Kenworth	T880	1NKZX7EX7LJ408641	5660.049.1
56.8586	2020 Kenworth T880 Mixer #08642	2020	Kenworth	T880	1NKZX7EX9LJ408642	5660.049.1
56.8587	2020 Kenworth T880 Mixer #08643	2020	Kenworth	T880	1NKZX7EX0LJ408643	5660.049.1
56.8588	2020 Mack GR104F Mixer #01054	2020	Mack	GR64F	1M2GR2TC6LM001054	5650.049.1
56.8589	2020 Mack GR104F Mixer #01055	2020	Mack	GR64F	1M2GR2TC8LM001055	5650.049.1
56.8590	2021 Kenworth T880 Mixer Truck #49788	2021	Kenworth	T880	1NKZXPEX9MJ449788	5640.049.1
56.8591	2021 Kenworth T880 Mixer Truck #49789	2021	Kenworth	T880	1NKZXPEX0MJ449789	5640.049.1
56.8592	2021 Kenworth T880 Mixer Truck #49790	2021	Kenworth	T880	1NKZXPEX7MJ449790	5640.049.1
56.8593	2021 Kenworth T880 Mixer Truck #49791	2021	Kenworth	T880	1NKZXPEX9MJ449791	5640.049.1

56.8594	2022 Kenworth T880 Mixer Truck #36984	2022	Kenworth	T880	1NKZXPEX9NJ136984	5640.049.1
56.8595	2022 Kenworth T880 Mixer Truck #36985	2022	Kenworth	T880	1NKZXPEX0NJ136985	5640.049.1
56.8596	2022 Kenworth T880 Mixer Truck #36986	2022	Kenworth	T880	1NKZXPEX2NJ136986	5640.049.1
56.8597	2022 Kenworth T880 Mixer Truck #36987	2022	Kenworth	T880	1NKZXPEX4NJ136987	5640.049.1
56.8598	2024 Peterbilt 567 Extreme Duty Mixer Truck #58635	2024	Peterbilt	567	1NPCXPEX2RD658635	5640.049.1
56.8599	2024 Peterbilt 567 Extreme Duty Mixer Truck #58636	2024	Peterbilt	567	1NPCXPEX4RD658636	5640.049.1
56.8600	2024 Peterbilt 567 Extreme Duty Mixer #58637	2024	Peterbilt	567	1NPCXPEX6RD658637	5640.049.1
56.8601	2024 Peterbilt 567 Extreme Duty Mixer #58638	2024	Peterbilt	567	1NPCXPEX8RD658638	5640.049.1
56.8602	2024 Peterbilt 567 Extreme Duty Mixer #58638	2024	Peterbilt	567	1NPCXPEXXRD658639	5640.049.1
56.8603	2025 Peterbilt 567 Extreme Duty Mixer #06343	2025	Peterbilt	567	1NPCXPEX3SD706343	5640.049.1
56.8604	2025 Peterbilt 567 Extreme Duty Mixer #06344	2025	Peterbilt	567	1NPCXPEX5SD706344	5640.049.1
56.8605	2025 Peterbilt 567 Extreme Duty Mixer #06345	2025	Peterbilt	567	1NPCXPEX7SD706345	5640.049.1
56.8606	2025 Peterbilt 567 Extreme Duty Mixer #06346	2025	Peterbilt	567	1NPCXPEX9SD706346	5640.049.1
56.8607	2025 Peterbilt 567 Extreme Duty Mixer #06347	2025	Peterbilt	567	1NPCXPEX0SD706347	5640.049.1
56.8608	2013 Peterbilt 365 Mixer #74882	2013	Peterbilt	365	1NPSL70XXDD174882	5635.049.1
56.8609	2013 Peterbilt 365 Mixer #174873	2013	Peterbilt	365	1NPSL70X9DD174873	5635.049.1
56.8610	2013 Peterbilt 365 Mixer #174887	2013	Peterbilt	365	1NPSL70X9DD174887	5635.049.1
56.8611	2014 Peterbilt 365 Mixer #222951	2014	Peterbilt	365	1NPSL70X1ED222951	5635.049.1
56.8612	2014 Peterbilt 365 Mixer #222950	2014	Peterbilt	365	1NPSL70XXED222950	5635.049.1
56.8613	2014 Peterbilt 365 Mixer #229250	2014	Peterbilt	365	1NPSL70X6ED229250	5635.049.1
56.8614	2014 Peterbilt 365 Mixer #229252	2014	Peterbilt	365	1NPSL70XXED229252	5635.049.1
56.8615	2014 Peterbilt 365 Mixer #229253	2014	Peterbilt	365	1NPSL70X1ED229253	5635.049.1
56.8616	2014 Peterbilt 365 Mixer #229258	2014	Peterbilt	365	1NPSL70X0ED229258	5635.049.1
60.8505	2019 Weiler E2850B MTV #1607	2019	Weiler	E2850	E2850B-1607	6002.049
60.8506	2021 Weiler E2850B MTV #1672	2021	Weiler	E2850B	E2850B-1672	6002.049
60.8507	2013 Roadtec SB2500E Shuttle Buggy #2109	2013	Roadtec	SB2500E	2109	6002.049
61.8505	2006 Midland SPD-10 Road Widener #1029	2006	Midland	SP-10	1029	6100.049
62.8526	2018 Roadtec RP190E 10' Paver #4157	2018	Roadtec	RP190E	4157	6231.049
62.8527	2019 Vogele Super 2003-3i 10' Paver #0144	2019	Vogele	Super 2003-3i	975.0144	6231.049
62.8530	2019 CAT AP600F #00218 Paver w/SE8F screed	2019	Caterpillar	AP 600F	AP600218	6221.049
62.8533	2020 Caterpillar AP1000F Paver #00442	2020	Caterpillar	AP 1000F	AC400442	6231.049
62.8539	2019 Roadtec RP190-10 Rubber Tire Paver #4234	2019	Roadtec	RP190-10	4234	6231.049
62.8540	2022 Caterpillar AP1000F 10' Paver #00648	2022	Caterpillar	AP 1000F	CATAP100CAC400648	6231.049
62.8541	2019 Vogele Super 1703-3i 8' Asphalt Paver #30142	2019	Vogele	Super 1703-3i	12830142	6221.049
62.8544	2023 Vogele 2003-3i 10' Asphalt Paver #0210	2023	Vogele	2003-3i	975.0210	6231.049
64.2046	2024 Rental - 2021 Volvo DD35 Double Drum Roller # 73598	2021	Volvo	DD35B	273598	6441.049
64.2051	2024 Rental -2023 Volvo DD25 Double Drum Roller #71403	2023	Volvo	DD25B	271403	6441.049
64.221244	1998 CAT CP563C Stone Roller #00800	1998	Caterpillar	CP563C	5JN00800	6421.049
64.7503	2009 Volvo DD38 Asphalt Roller #98873	2009	Volvo	DD38	198873	6441.049
64.7504	2009 Volvo SD70D Stone Roller #00243	2009	Volvo	SD70D	200243	6412.049
64.8502	2007 Ingersoll Rand DD30 Asphalt Roller #88963	2007	Ingersoll Rand	DD30	188962	6441.049
64.8504	2007 CAT CS563E Stone Roller #01743	2007	Caterpillar	CS563E	CNG01743	6410.049
64.8520	2009 Sakai SW850 Asphalt Roller #5010C	2009	Sakai	SW850 II	4SW56-50108C	6442.049
64.8522	2009 Sakai SV201 Stone Roller #20104	2009	Sakai	SV201TB I	20104	6412.049
64.8523	2009 Sakai SW330 Asphalt Roller #40111	2009	Sakai	SW330	4SW51-40111	6441.049

64.8524	2010 Sakai SW800 Asphalt Roller #50119	2010	Sakai	SW800	VSW25-50119	6443.049
64.8525	2010 Sakai SW850 Asphalt Roller #50132	2010	Sakai	SW850	4SW56-50132	6442.049
64.8540	2019 Caterpillar CB10 Asphalt Roller (64.2036) #00123	2019	Caterpillar	CB10	P8P00123	6443.049
64.8541	2019 Caterpillar CB10 Asphalt Roller (64.2030) #00178	2019	Caterpillar	CB10	P8P00178	6443.049
64.8544	2019 Caterpillar CB13 Asphalt Roller (64.2034) #00222	2019	Caterpillar	CB13	PWP00222	6450.049
64.8545	2020 Caterpillar CB13 Asphalt Roller (64.2028) #00510	2020	Caterpillar	CB13	PWP00510	6450.049
64.8593	2001 Ingersoll Rand SD70D Single Drum Roller #67047	2001	Ingersoll Rand	SD70	167047	6410.049
64.8596	2017 Case DV26 Double Drum Roller #0256	2017	Case	602	DDDDV26NFNTU0256	6440.049
64.8599	2015 Case DV209C Double Drum IC Roller #2030	2015	Case	602	DDDD209CNENTR2030	6443.049
65.8509	2019 Caterpillar CW34 Pneumatic Roller #00315	2019	Caterpillar	CW34	CAT0CW34LAL300315	6510.049
71.8506	2014 Power Curber 5700C #2343	2014	Power Curber	5700C	57C06-14-0732343	7106.049
71.8507	2018 CT 3000 Curb Machine #92019	2018	Power Curber	PC150	CT3000-092019	7106.049
76.8501	Sullair 375 Air Compressor #10082	1995	Sullair	375	200603210082	7611.
88.8510	1996 Magnum Force 443 Trailer Mounted Steam Cleaner #19076	1996	Magnum	PS6585	1B9FT1523ST219076	8840.049
88.8511	1990 Bobcat T136 Trencher #1212	1990	Bobcat	MT52	5046MI1212	8850.049
88.8512	2001 Wacker Vibration Plate Asphalt Compactor #18517	2001	Wacker Neuson	WP1550AW	5118517	8820.049
88.8513	2008 Wacker Vibration Plate Asphalt Compactor #12528	2008	Wacker Neuson	WP1550AW	6612528	8820.049
88.8514	2013 Wacker Vibration Plate Asphalt Compactor #49887	2013	Wacker Neuson	WP1550AW	30049887	8820.049
88.8515	2021 Caterpillar PC310B Cold Planer Attachment #00311	2021	Caterpillar	PC310B	GPW00311	8860.049

RLA-17415 **R-25-6-410**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Relocation Agreement with Knoxville Utilities Boar**d** (KUB) for gas line relocations for the Gibbs Pedestrian Bridge project.
(Engineering and Public Works)

Attachments

Resolution

Utility Relocation Agreement - KUB

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A UTILITY RELOCATION AGREEMENT WITH THE KNOXVILLE UTILITIES BOARD (KUB) FOR GAS LINE RELOCATIONS FOR THE GIBBS PEDESTRIAN BRIDGE PROJECT.

RESOLUTION: **R-25-6-410**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County plans to construct the Gibbs Pedestrian Bridge project (the "Project"); and

WHEREAS, the Knoxville Utilities Board (KUB) has requested that Knox County provide for utility work to be performed in conjunction with the Project, which utility work includes the relocation/construction of natural gas lines along Tazewell Pike, as further detailed in the attached Utility Relocation Agreement; and

WHEREAS, the proposed Utility Relocation Agreement formalizes the agreement between Knox County and KUB with respect to the Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Utility Relocation Agreement with the Knoxville Utilities Board (KUB) for gas line relocations for the Gibbs Pedestrian Bridge project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Utility Relocation Agreement with the Knoxville Utilities Board (KUB) for gas line relocations for the Gibbs Pedestrian Bridge project shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

UTILITY RELOCATION AGREEMENT

This Agreement, made and entered into by and between the Knoxville Utilities Board ("KUB") and Knox County (the "County") on this ____ day of _____, 2025.

WITNESSETH:

WHEREAS, the County plans to construct the Pedestrian Improvement Project for Gibbs Pedestrian Bridge, located in Knox County, Tennessee; and

WHEREAS, in conjunction with said project KUB has requested the County provide for the hereinafter described utility work; and

WHEREAS, it is in the mutual interest of the parties that said utility work be performed together with the proposed construction and that the utility work shall be completed as a subcontract of the roadway contract,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The County will oversee and pursue to completion the bidding and relocation/construction of the 8-inch natural gas lines (the "Gas Facilities") along Tazewell Pike. The Gas Facilities shall be built in compliance with KUB's specifications which can be obtained from KUB's Gas Engineering Department by contacting Alex Hibbs at 558-2312. The County agrees to provide KUB with access to the Gas Facilities throughout their construction. KUB shall have the right to (i) go upon the site and videotape the site before commencement of construction and after completion of the Gas Facilities; (ii) go upon the site at any stage of construction; (iii) inspect and test any work being performed; and (iv) reject any work which does not conform to the final plans and specifications or KUB's specifications as set forth in engineering drawings, 00 43 22 Unit Prices Form, 01 22 00 Unit Prices, 01 35 23 Owner Safety Requirements, 01 41 00 Regulatory Requirements, 33 52 16.29 Polyethylene Piping Installation for Natural Gas Mains, 33 52 16.29 Polyethylene Piping Installation for Natural Gas Service Lines, ML and SL Natural Gas Construction Guides. KUB shall not have responsibility for construction means, methods, techniques, sequences, or procedures or for necessary safety precautions and programs in connection with the project or for the construction contractor's failure to carry out the work in accordance with the final plans and specifications as these are the responsibility of the construction contractor.
2. KUB agrees to authorize the County to advertise for and receive bids for the construction of the project and to award and enter into a contract with the lowest responsible bidder. The County agrees that it will only accept bids from potential Pre-qualified KUB contractors who are licensed municipal contractors in the State of Tennessee; and whose drug & alcohol, and Operator Qualification programs meet KUB and DOT standards. If the lowest responsible bid is greater than 120% of the project engineer's estimate for the utility work, then KUB reserves the right to reject the bid and re-bid the project on its own.

3. The County agrees to the following payment structure for the engineering, easement, and construction required for the project:
    a. KUB shall pay an engineering consultant for the engineering design to relocate KUB's Gas Facilities based on the County's plans.
    b. Upon completion of the project, the County shall reimburse 100% of KUB's costs for its engineering consultant.
    c. The County shall reimburse KUB 100% of KUB's acquisition costs for new utility easement containing KUB's Gas Facilities.
    d. The County shall pay 100% of construction costs for the relocation of KUB's Gas Facilities.
4. When the Gas Facilities have been completed and upon prior notice to KUB, the Gas Facilities will be tested by the County's construction contractor. Subject to conducting such tests as are necessary to demonstrate to the satisfaction of KUB that the Gas Facilities are in good operating condition, as evidenced by KUB's written approval to that effect, the County hereby dedicates the Gas Facilities to KUB. Once approved, KUB will incorporate the Gas Facilities into KUB's gas system and agrees to operate, maintain, and provide gas services through the facilities to the affected property owners in the ordinary and usual operation of KUB's system, provided the recipients of such gas service maintain compliance with KUB's rules and regulations and service policies as are in effect from time to time. The County warrants that the Gas Facilities will be free of all liens and encumbrances upon their dedication to KUB and that the County has full authority and lawful right to transfer ownership to KUB as provided herein. Upon dedication of the Gas Facilities to KUB, the County shall also assign any and all warranties related to the Gas Facilities and its rights and privileges under all performance bonds issued in connection with the construction of the Gas Facilities.
5. The County will assure that the contractor and any subcontractors hired to perform the activities maintain, in addition to statutory requirements as to workers' compensation insurance and to local and state law requirements for bid, performance, and payment bonds, the following minimum levels of insurance:
    a. Workers' Compensation and Employer's Liability for every worker employed in connection with the work related to the Gas Facilities and provided for in each and every statute applicable to Workers' Compensation. The Employer's Liability limit shall be as required by the contractor's excess liability insurance carrier for the maintenance of coverage.
    b. Comprehensive or Commercial General Liability and Excess or Umbrella Liability including insurance covering work under the Contract with total coverage limits as follows:

        The limits provided for Bodily Injury, Property Damage, Personal Injury and Employer's Liability shall be $1,000,000/per occurrence and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The Employer's Liability Limit shall also be unimpaired. The following coverage is to be provided:

i. Contractual Liability to cover the liability assumed by the contractor under the County's contract.
ii. Broad Form Property Damage including completed operations.
iii. Personal Injury Liability, covering hazard groups listed in Sections (1), (2), and (3) or the equivalent.
iv. Explosions, collapses, and underground damage coverage if the policy classifications normally apply to these hazards, based on the nature of the work being performed.
v. Commercial General Liability and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by the contractor in the performance of the work with total coverage limits for Bodily Injury or Property Damage of $1,000,000 per occurrence.
vi. If crane(s) are to be used, then the contractor must have proof of Contractor Installation Floater.

A 45-day cancellation, non-renewal, material change, or coverage reduction endorsement will be required on all policies. All policies will name Knox County and KUB as additional insureds. The County will provide KUB with copies of all Certificates of Insurance showing KUB as an additional insured on all coverages identified in this part and showing that coverages are in effect before work commences. All insurance policies herein required of the contractor shall be written by a company approved and admitted to do business in the State of Tennessee and shall be subject to a Bests' rating of not less than A-. The contractor's Fire Legal Liability limit under their commercial General Liability policy shall be increased to policy limits. All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by KUB in writing.

6. The County will be responsible for all compliance with county, state, and federal laws and regulations relating to the construction and relocation of the Gas Facilities.
7. The obligations of KUB under this Agreement may be satisfied only from the revenues of KUB's Natural Gas System.
8. This Agreement is governed by the laws of the State of Tennessee as to interpretation and enforcement.

IN WITNESS WHEREIN, the County and KUB have executed this Agreement as of the date and year first written above.

KNOX COUNTY
By:_____
Its:_____
Contract No.:_____
APPROVED AS TO LEGAL FORM
Knox County Law Director
Its:_____

KNOXVILLE UTILITIES BOARD
By:_____
Its:_____

RLA-17416 **R-25-6-411**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Relocation Agreement with the Northeast Knox Utility District (NEKUD) for water line relocations for the Gibbs Pedestrian Bridge project. *(Engineering and Public Works)*

Attachments

Resolution

Utility Relocation Agreement - NEKUD

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A UTILITY RELOCATION AGREEMENT WITH THE NORTHEAST KNOX UTILITY DISTRICT (NEKUD) FOR WATER LINE RELOCATIONS FOR THE GIBBS PEDESTRIAN BRIDGE PROJECT.

RESOLUTION: **R-25-6-411**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County plans to construct the Gibbs Pedestrian Bridge project (the "Project"); and

WHEREAS, the Northeast Knox Utility District (NEKUD) has requested that Knox County provide for utility work to be performed in conjunction with the Project, which utility work includes the relocation/construction of water lines along Tazewell Pike, as further detailed in the attached Utility Relocation Agreement; and

WHEREAS, the proposed Utility Relocation Agreement formalizes the agreement between Knox County and NEKUD with respect to the Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Utility Relocation Agreement with the Northeast Knox Utility District for water line relocations for the Gibbs Pedestrian Bridge project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Utility Relocation Agreement with the Northeast Knox Utility District for water line relocations for the Gibbs Pedestrian Bridge project shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

UTILITY RELOCATION AGREEMENT

This Agreement, made and entered into by and between the Northeast Knox Utility District ("NEKUD") and Knox County (the "County") on this ____ day of June, 2025.

WITNESSETH:

WHEREAS, the County plans to construct the Pedestrian Bridge over SR-131 (Tazewell Pike), located in Knox County, Tennessee; and

WHEREAS, in conjunction with said road project NEKUD has requested the County provide for the hereinafter described utility work; and

WHEREAS, it is in the mutual interest of the parties that said utility work be performed together with the proposed road construction and that the utility work shall be completed as a subcontract of the roadway contract,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The County will oversee and pursue to completion the bidding and relocation/construction of the 10-inch water lines (the "Water Facilities") along Tazewell Pike. The Water Facilities shall be built in compliance with NEKUD's specifications, which will be provided by NEKUD to the County. The County agrees to provide NEKUD with access to the Water Facilities throughout their construction. NEKUD shall have the right to (i) go upon the site and videotape the site before commencement of construction and after completion of the Water Facilities; (ii) go upon the site at any stage of construction; (iii) inspect and test any work being performed; and (iv) reject any work which does not conform to the final plans and specifications or NEKUD's specifications as set forth in the Standard Specifications for Water System Construction (TDEC Permit #DW 2021 -0177). NEKUD shall not have responsibility for construction means, methods, techniques, sequences, or procedures or for necessary safety precautions and programs in connection with the project or for the construction contractor's failure to carry out the work in accordance with the final plans and specifications as these are the responsibility of the construction contractor.

2. NEKUD agrees to authorize the County to advertise for and receive bids for the construction of the project and to award and enter into a contract with the lowest responsible bidder. The County agrees that it will only accept bids from bidders who are licensed municipal contractors in the State of Tennessee and whose drug and alcohol programs meet DOT standards. Contractors shall provide qualifications that indicate at least 3-years of prior experience and completion of 5 water construction projects in the previous 3-years.

3. NEKUD's existing Water facilities are on located on private property on prescriptive easement. Knox County agrees to pay for the design and relocation/construction of the Water Facilities located in prescriptive easement. NEKUD will have no cost for relocation of private facilities.

4. When the Water Facilities have been completed and upon prior notice to NEKUD, the Water Facilities will be tested by the County's construction contractor. Subject to conducting such tests as are necessary to demonstrate to the satisfaction of NEKUD that the Water Facilities are in good operating condition, as evidenced by NEKUD's written approval to that effect, the County hereby dedicates the Water Facilities to NEKUD. Once approved, NEKUD will incorporate the Water Facilities into NEKUD's Water system and agrees to operate, maintain, and provide Water services through the facilities to the affected property owners in the ordinary and usual operation of NEKUD's system, provided the recipients of such Water service maintain compliance with NEKUD's rules and regulations and service policies as are in effect from time to time. The County warrants that the Water Facilities will be free of all liens and encumbrances upon their dedication to NEKUD and that the County has full authority and lawful right to transfer ownership to NEKUD as provided herein. Upon dedication of the Water Facilities to NEKUD, the County shall also assign any and all warranties related to the Water Facilities and its rights and privileges under all performance bonds issued in connection with the construction of the Water Facilities.

5. The County will assure that the contractor and any subcontractors hired to perform the activities maintain, in addition to statutory requirements as to workers' compensation insurance and to local and state law requirements for bid, performance, and payment bonds, the following minimum levels of insurance:
    a. Workers' Compensation and Employer's Liability for every worker employed in connection with the work related to the Water Facilities and provided for in each and every statute applicable to Workers' Compensation. The Employer's Liability limit shall be as required by the contractor's excess liability insurance carrier for the maintenance of coverage.
    b. Comprehensive or Commercial General Liability and Excess or Umbrella Liability including insurance covering work under the Contract with total coverage limits as follows:

        The limits provided for Bodily Injury, Property Damage, Personal Injury and Employer's Liability shall be $1,000,000/per occurrence and shall be unimpaired as respects any general aggregates that may apply to the insurance policy. The Employer's Liability Limit shall also be unimpaired. The following coverage is to be provided:

            i. Contractual Liability to cover the liability assumed by the contractor under the County's contract.
            ii. Broad Form Property Damage including completed operations.
            iii. Personal Injury Liability, covering hazard groups listed in Sections (1), (2), and (3) or the equivalent.

iv. Explosions, collapses, and underground damage coverage if the policy classifications normally apply to these hazards, based on the nature of the work being performed.

v. Commercial General Liability and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by the contractor in the performance of the work with total coverage limits for Bodily Injury or Property Damage of $1,000,000 per occurrence.

vi. If crane(s) are to be used, then the contractor must have proof of Contractor Installation Floater.

A 45-day cancellation, non-renewal, material change, or coverage reduction endorsement will be required on all policies. All policies will name Knox County and NEKUD as additional insureds. The County will provide NEKUD with copies of all Certificates of Insurance showing NEKUD as an additional insured on all coverages identified in this part and showing that coverages are in effect before work commences. All insurance policies herein required of the contractor shall be written by a company approved and admitted to do business in the State of Tennessee and shall be subject to a Bests' rating of not less than A-. The contractor's Fire Legal Liability limit under their commercial General Liability policy shall be increased to policy limits. All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by NEKUD in writing.

6. The County will be responsible for all compliance with county, state, and federal laws and regulations relating to the construction and relocation of the Water Facilities.

7. The obligations of NEKUD under this Agreement may be satisfied only from the revenues of NEKUD's Water System.

8. This Agreement is governed by the laws of the State of Tennessee as to interpretation and enforcement.

IN WITNESS WHEREIN, the County and NEKUD have executed this Agreement as of the date and year first written above.

KNOX COUNTY

By:_____

Its:_____

NORTHEAST KNOX UTILITY DISTRICT

By:_____

Its:_____

RLA-17403 **R-25-6-412**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Change Order No. 1 with CSX Transportation, Inc. in the amount of $104,538.00 for additional flagging services needed for bridge construction as part of the Coward Mill widening project.
(Engineering and Public Works)

Attachments

Resolution

Change Order

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CHANGE ORDER NO. 1 WITH CSX TRANSPORTATION, INC. IN THE AMOUNT OF $104,538.00 FOR ADDITIONAL FLAGGING SERVICES NEEDED FOR BRIDGE CONSTRUCTION AS PART OF THE COWARD MILL WIDENING PROJECT.

RESOLUTION: R-25-6-412

REQUESTED BY: ENGINEERING & PUBLIC WORKS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, by means of Resolution R-23-5-406, the Knox County Commission previously approved a Construction Agreement with CSX Transportation, Inc. for the construction of a new rail crossing associated with the Coward Mill Road widening project (the "Agreement"); and

WHEREAS, Knox County has received Change Order No. 1 to the Agreement in the amount of $104,538.00 for additional flagging services needed for bridge construction, as further detailed in the attached Change Order.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Change Order No. 1 with CSX Transportation, Inc. for additional flagging services needed for bridge construction as part of the Coward Mill widening project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, Change Order No. 1 with CSX Transportation, Inc. for additional flagging services needed for bridge construction as part of the Coward Mill widening project shall be executed subject to such amendment or action not affecting the substantive provisions of the change order as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Todd Allton
Project Manager II – Public Projects

1590 Marietta Blvd NW
Atlanta, GA 30318
404-350-5134
E-Mail: Todd_Allton@csx.com

April 30,2025

Cathy Olsen, PMP, GISP
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

Subject:
Request for Authorization (Change Order No. 1) to increase CSXT Reimbursable Expenses for Knox County Engineering and Public Works TN0756 in support of; Construction Engineering and Inspection for Knoxville, Knox County, TN.; Realignment of Coward mill Road with New at grade crossing, DOT 976877V, MP 00C-261.29, Atlanta Zone, KD Subdivision.

Dear Ms. Olsen:

This is a request to appropriate an additional $104,538 for reimbursable expenses to complete Construction Engineering and Inspection work on the above project. This written change order request is being made in accordance with the terms of the Agreement between Knox County and CSXT dated August 31, 2023 (the Agreement). The Agreement provided an estimate of total reimbursable expenses to support the subject project in the amount of $747,653.00. We are now providing you a revised estimate of $852,191 for Construction Engineering & Inspection Engineering.

This revised estimate is to support the requested additional Flagging services. Every effort will be made to keep additional costs to a minimum. All expenses have been billed on an actual time and material basis. Please review and approve this request and confirm that sufficient funds have been appropriated to cover the revised total reimbursable expenses estimated to support project closeout.

Please indicate approval of the requested additional billing authority by signing below. Contact me if you have concerns or questions relating to the above request.

Sincerely,

C.T. Allton

Todd Allton
Project Manager II - Public Projects

****

By signing below, Knox County, TN of Transportation authorizes the proposed budget increase.

By: _____
Name: _____
Title: _____

****

Enclosures:
Revised CE&I Cost Estimate

ACCT. CODE : 709 - TN0756 **Form Revision** 04/24/25

ESTIMATE SUBJECT TO REVISION AFTER: **4/29/2026** **DOT NO.:** 976877V

CITY: Knoxville **COUNTY:** Knox **STATE:** TN

DESCRIPTION: Coward Mill Road - Retire existing Coward Mill Road warning system and install (2) FLS&G, (1) pedestrian gate, meter service, 8x8 house, (2) train detection units (PMD-4R) at new Coward Mill Road. Retire signals 2612/2613 at 00C-261.25 and install new signals and 6x6 wayside house at 00C-261.28. Replacement of existing 33' single-track timber and asphalt crossing with a new 33' Hi-rail rubber crossing. supplement request .

ZONE: Atlanta **SUB-DIV:** KD **MILE POST:** 00C-261.28

AGENCY PROJECT NUMBER: 0

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services					$	37,500
	Subtotal					**$**	**37,500**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services - CSXT Signal Assistant					$	6,500
212	Contracted & Administrative Engineering Services - CSXT Admin					$	3,000
212	Contracted & Administrative Engineering Services - STV					$	48,300
	Subtotal					**$**	**57,800**
	FLAGGING SERVICE: (Contract Labor)						
70	Labor (Conductor-Flagman)		0	Days @	$ 350.00	$	-
50	Labor (Foreman/Inspector)		45	Days @	$ 700.00	$	31,500
70	Additive	187.00% (Transportation Department)				$	-
50	Additive	245.90% (Engineering Department)				$	77,459
	Subtotal					**$**	**108,959**
	SIGNAL & COMMUNICATIONS WORK:					**$**	**458,216**
	TRACK WORK:					**$**	**106,445**
	PROJECT SUBTOTAL:					**$**	**774,719**
900	**CONTINGENCIES:**	10.00%				$	77,472
	PROJECT TOTAL:	**********				$	852,191
	CURRENT AUTHORIZED BUDGET:	**********				$	747,653
	TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**104,538**

DIVISION OF COST:

Agency	100.00%	$	104,538
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: V. Matts STV **Approved by:** *CTA* **CSXT Public Project Group**

DATE: 10/18/22 **REVISED:** 04/29/25 **DATE:** 05/19/25

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: **Knoxville, Knox County, TN Realignment of Coward Mill Road with new at grade crossing Proposed DOT# 976877V, MP 00C-261.29 Atlanta Zone, KD Sub**

CSXT OP# TN0756 (To be filled in by CSXT)

****

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*********Mail a Check*********
Mail this form (via USPS only), along with your paper check (do not send the Agreement) to the following address:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192
****

OR

*******ACH/EFT Payment*******
Submit Payment to:

CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192

Acct # 1219082172
ACH ABA# 267084199
****

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

Todd Allton Project Manager II - Public Projects
1590-A Marietta Blvd
Atlanta Svc Center
Atlanta, GA 30318-3699
(404) 350-5134
Todd_Allton@csx.com

****

(All information below to be completed by Agency providing Payment)

Sponsor Name	Payment Date	Check #	Amount

RLA-17385 **R-25-6-413**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the donation from the Knox County Board of Education d/b/a Knox County Schools of certain land for its reservation for the sole purposes of the construction, use, and maintenance of the Gibbs Pedestrian Bridge and related improvements and, further, reserving said donated land and additional land owned by Knox County for said purposes.
(Engineering and Public Works)

Attachments

Resolution

Exhibits A & B

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ACCEPTING THE DONATION FROM THE KNOX COUNTY BOARD OF EDUCATION, D/B/A KNOX COUNTY SCHOOLS OF CERTAIN LAND FOR ITS RESERVATION FOR THE SOLE PURPOSES OF THE CONSTRUCTION, USE, AND MAINTENANCE OF THE GIBBS PEDESTRIAN BRIDGE AND RELATED IMPROVEMENTS AND, FURTHER, RESERVING SAID DONATED LAND AND ADDITIONAL LAND OWNED BY KNOX COUNTY FOR SAID PURPOSES.

RESOLUTION: **R-25-6-413**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE 400 MAIN STREET STE. 612, CITY-CO. BLDG. KNOXVILLE, TN 37902**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, The Knox County Board of Education d/b/a Knox County Schools owns property located at 7628 Tazewell Pike, Corryton, Tennessee 37721, Knox County tax map 21, parcel 76, Parcel ID 021-076 on which is located Gibbs High School; and

WHEREAS, Knox County owns property located at 7715 Tazewell Pike, Corryton, Tennessee 37721, Knox County tax map 21 parcel 3, Parcel ID 021-003 on which are located Gibbs Elementary School and Gibbs Middle School; and

WHEREAS, Knox County and Knox County Schools desire to cooperate in the construction of the Gibbs Pedestrian Bridge crossing over Tazewell Pike at a location between their aforementioned properties; and

WHEREAS, at that location Tazewell Pike is a state road (State Route 131) which is maintained by the State of Tennessee, and Knox County Schools desires to donate to Knox County the portion of its land located on tax map 21, parcel 76 as more fully described on Exhibit A attached hereto and incorporated herein by reference, for Knox County in turn to reserve said land to be used solely for the purposes of the construction, use, and maintenance of the Gibbs Pedestrian Bridge and related improvements as described in Exhibit A; and

WHEREAS, the land described in Exhibit A hereto is to remain the property of Knox County Schools and may be used for any purpose desired, provided such use does not interfere with the use and maintenance of the Gibbs Pedestrian Bridge; and

WHEREAS, by means of the action taken by Knox County Schools through the Knox County Board of Education at its meeting on the 5th day of June, 2025, as reflected in its minutes and certified by its Chairperson, Knox County Schools has donated to Knox County for the sole use of said land for the construction, use, and maintenance of the Gibbs Pedestrian Bridge and related improvements as described in Exhibit A hereto; and

WHEREAS, the portion of the land owned by Knox County located on tax map 21, parcel 3 as more fully described on Exhibit B attached hereto and incorporated herein by reference will remain the property of Knox County and may be used for any purpose desired, provided such use does not interfere with the use and maintenance of the Gibbs Pedestrian Bridge; and

WHEREAS, Knox County desires to reserve the land for the sole purposes of the construction, use, and maintenance of the Gibbs Pedestrian Bridge and related improvements as more fully described in Exhibits A and B attached hereto; and

WHEREAS, this Resolution and Exhibits will be recorded in the Knox County Register of Deeds thereby impressing on the land restrictions that run with the land.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby accepts the donation from the Knox County Board of Education d/b/a Knox County Schools of the land described on Exhibit A hereto for its reservation for the sole purposes of the construction, use, and maintenance of the Gibbs Pedestrian Bridge and related improvements.

BE IT FURTHER RESOLVED, that Knox County hereby reserves for the sole purposes of the construction, use, and maintenance of the Gibbs Pedestrian Bridge and related improvements the land as more fully described in Exhibits A and B attached hereto.

BE IT FURTHER RESOLVED, that the references in Exhibits A and B to easements of any kind are for informational purposes only and that no easement is created by this Resolution.

BE IT FURTHER RESOLVED, that this reservation placed on the land described in Exhibits A and B shall cease immediately if the Gibbs Pedestrian Bridge ceases to be used as a pedestrian bridge.

BE IT FURTHER RESOLVED, that the Department of Engineering and Public Works shall record this Resolution with Exhibits A and B in the office of the Knox County Register of Deeds.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GIBBS PEDESTRIAN BRIDGE
PIN 132969.00
FEDERAL PROJECT #: TAP-M-131(54)
STATE PROJECT #: 47LPLM-L2-220
PERMANENT MULTIMODAL EASEMENT DESCRIPTION
Tract 3 – SCHOOL GIBBS SCHOOL

This description prepared by:
Gresham Smith

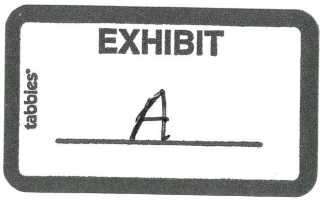
Beginning at a point, said point being located on the eastern existing right-of way line of the Tazewell Pike (SR-131), further described as being 19.09 feet left of the Tazewell Pike (SR-131) centerline at Station 106+06.80 as shown on engineering design documents prepared for Knox County, by Gresham Smith, said point being the Point of Beginning:

Thence N73°24'01"E a distance of 32.12 feet to a point 51.21 feet left of the centerline at Station 106+06.88 thence S22°51'55"E a distance of 131.94 feet to a point 66.48 feet left of the centerline at Station 107+35.58 thence N75°46'54"E a distance of 50.98 feet to a point 117.46 feet left of the centerline at Station 107+35.89 thence S14°13'06"E a distance of 87.01 feet to a point 119.03 feet left of the centerline at Station 108+17.11 thence S34°47'07"W a distance of 104.79 feet to a point 43.83 feet left of the centerline at Station 108+88.50 thence S79°11'35"W a distance of 16.16 feet to a point 27.68 feet left of the centerline at Station 108+88.47 thence S11°05'12"E a distance of 171.21 feet to a point 28.17 feet left of centerline Station 110+59.68 thence S78°54'48"W a distance of 7.82 feet to a point along the existing right-of-way line 20.35 feet left of centerline Station 110+59.70 thence along an arc along the existing right-of-way line 454.70 feet to the left, having a radius of 4603.25 feet, the chord of which is N13°01'26"W a distance of 454.52 feet to a point on the existing right-of-way line 19.09 feet left of the centerline Station 106+06.80 and the Point of Beginning.

The above described parcel contains ± 0.453acres (19,720 sq. ft.)

The above-described property is hereby conveyed as a Permanent Multimodal Easement for construction and maintenance of a pedestrian bridge and related improvements. The land described above, on which the pedestrian bridge is to be constructed, is to remain the property of the Grantor(s) and may be used for any purpose desired, provided such use does not interfere with the use and maintenance of said pedestrian bridge.

The aforementioned property is on a parcel of land owned by School Gibbs School as shown on Tax Map 21, Parcel 76 and recorded in Deed Book Volume 1392, Page 488 with the Knox County Register of Deeds.



GIBBS PEDESTRIAN BRIDGE
PIN 132969.00
FEDERAL PROJECT #: TAP-M-131(54)
STATE PROJECT #: 47LPLM-L2-220
EASEMENT DESCRIPTION
Tract 3 – SCHOOL GIBBS SCHOOL

This description prepared by:
Gresham Smith

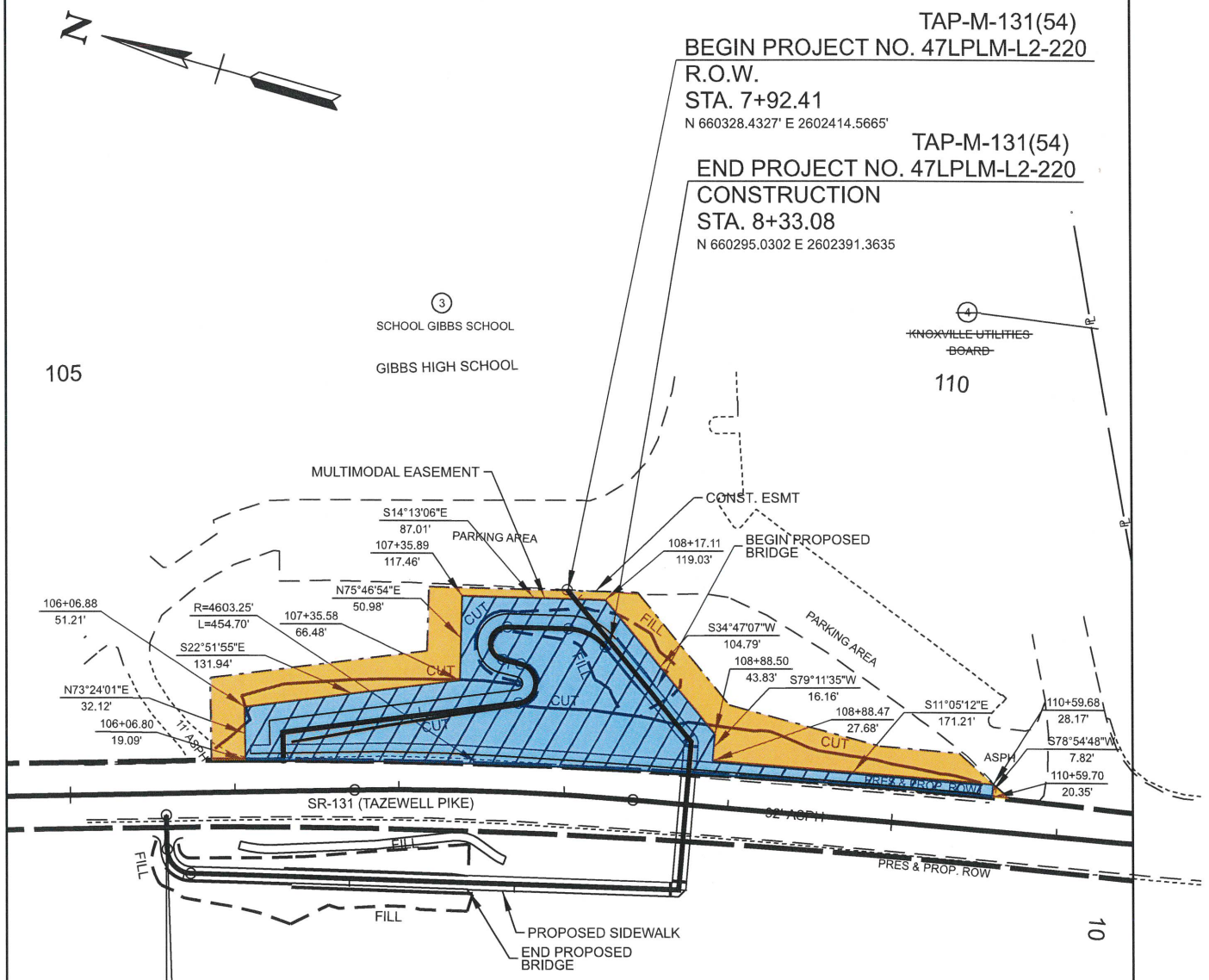
Temporary Construction Easement

A irregular shaped of land adjacent to the permanent multimodal easement, with varying width of 5 feet to 35 feet, containing 0.236 acres of land, more or less.

The above described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the Grantor, and is to be used by Knox County, its contractors or assigns for a period of three (3) years, from and after the commencement of construction.

The aforementioned property is on a parcel of land owned by School Gibbs School as shown on Tax Map 21, Parcel 76 and recorded in Deed Book Volume 1392, Page 488 with the Knox County Register of Deeds.

RIGHT–OF–WAY EXHIBIT



SCHOOL GIBBS SCHOOL
D.B. 1392, P.G. 488
TAX MAP 21, PARCEL 76
RIGHT OF WAY ACQUISITION
GIBBS PEDESTRIAN BRIDGE
TRACT 3 - SHEET 1

DATE: 04/24/2025

GIBBS PEDESTRIAN BRIDGE
PIN 132969.00
FEDERAL PROJECT #: TAP-M-131(54)
STATE PROJECT #: 47LPLM-L2-220
PERMANENT MULTIMODAL EASEMENT DESCRIPTION
Tract 2 – KNOX COUNTY

This description prepared by:
Gresham Smith

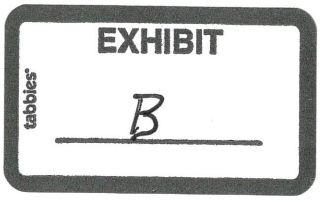
Beginning at a point, said point being located on the western existing right-of way line of the Tazewell Pike (SR-131), further described as being 20.42 feet right of the Tazewell Pike (SR-131) centerline at Station 105+45.06 as shown on engineering design documents prepared for Knox County, by Gresham Smith, said point being the Point of Beginning:

Thence along an arc along the existing right-of-way line 28.02 feet to the right, having a radius of 4563.25 feet, the chord of which is S16°14'16"E for a distance of 28.02 feet to a point 20.67 feet right of the centerline at Station 105+73.08 thence S76°05'30"W a distance of 13.81 feet to a point 34.46 feet right of the centerline at Station 105+72.40 thence S13°54'30"E a distance of 284.02 feet to a point 38.29 feet right of the centerline at Station 108+60.34 thence N79°11'35"E a distance of 15.64 feet to a point 22.65 feet right of the centerline at Station 108+60.37 thence along an arc along the existing right-of-way line 28.01 feet to the right, having a radius of 4563.25 feet, the chord of which is S12°18'31"E for a distance of 28.01 feet to a point 21.97 feet right of the centerline at Station 108+88.37 thence S79°11'35"W a distance of 42.90 feet to a point 64.87 feet right of the centerline Station 108+88.29 thence N13°54'30"W a distance of 338.54 feet to a point 61.03 feet right of the centerline at Station 105+43.04 thence N76°05'30"E a distance of 40.67 feet to a point in the existing right-of-way 20.42 feet right of the centerline Station 105+45.06 and the Point of Beginning.

The above described parcel contains 0.236 acres (10,298.9 sq. ft.)

The above-described property is hereby conveyed as a Permanent Multimodal Easement for construction and maintenance of a pedestrian bridge and related improvements. The land described above, on which the pedestrian bridge is to be constructed, is to remain the property of the Grantor(s) and may be used for any purpose desired, provided such use does not interfere with the use and maintenance of said pedestrian bridge.

The aforementioned property is on a parcel of land owned by Knox County as shown on Tax Map 21, Parcel 3 and recorded in Deed Book Volume 20030715, Page 0005933 with the Knox County Register of Deeds.



GIBBS PEDESTRIAN BRIDGE
PIN 132969.00
FEDERAL PROJECT #: TAP-M-131(54)
STATE PROJECT #: 47LPLM-L2-220
EASEMENT DESCRIPTION
Tract 2 – KNOX COUNTY

This description prepared by:
Gresham Smith

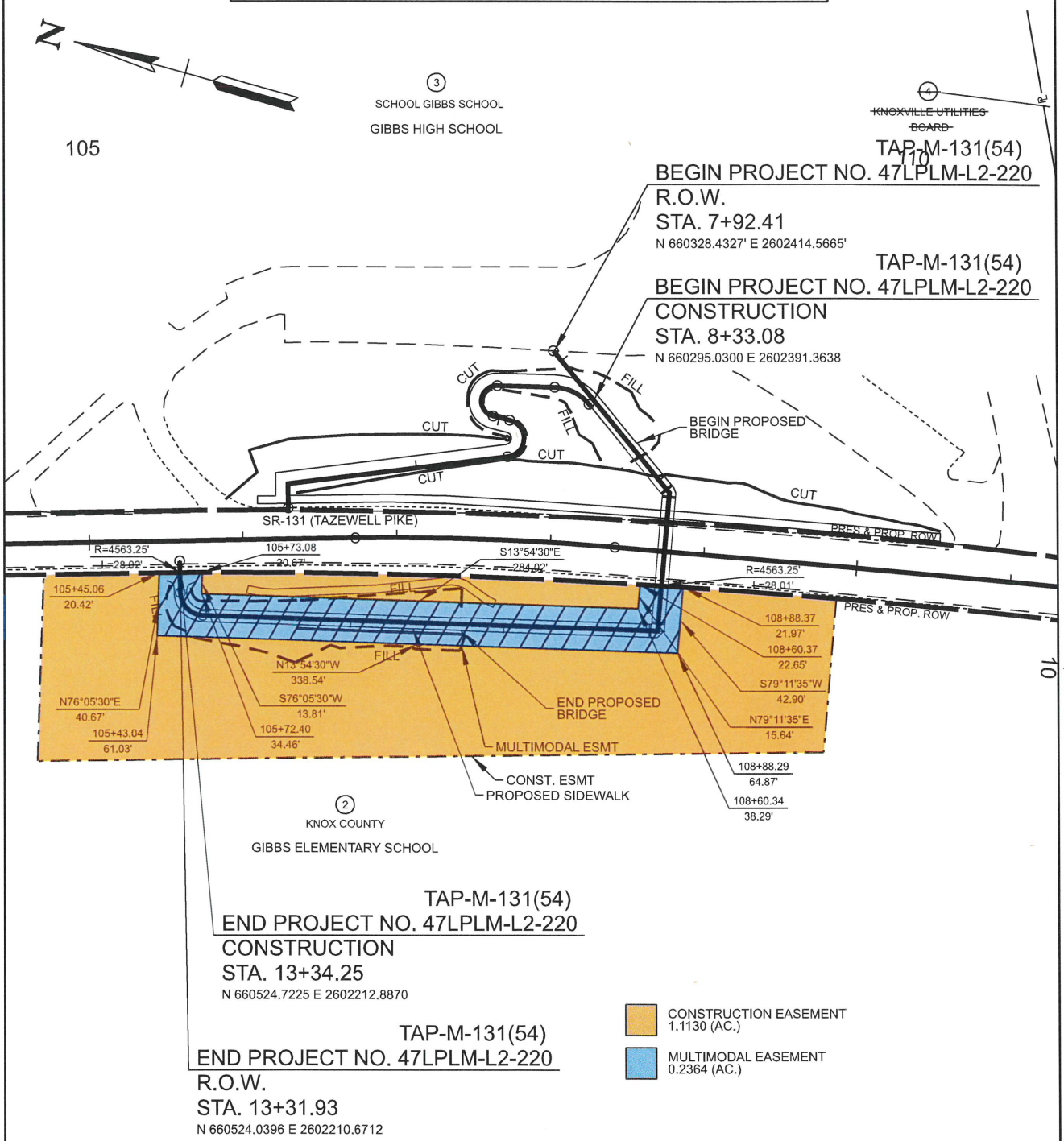
Temporary Construction Easement

An irregular shaped piece of land adjacent to the permanent multimodal easement, with varying width of 8 feet to 80 feet, containing 1.113 acres of land, more or less.

The above described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the Grantor, and is to be used by Knox County, its contractors or assigns for a period of three (3) years, from and after the commencement of construction.

The aforementioned property is on a parcel of land owned by Knox County as shown on Tax Map 21, Parcel 3 and recorded in Deed Book Volume 20030715, Page 0005933 with the Knox County Register of Deeds.

RIGHT–OF–WAY EXHIBIT



KNOX COUNTY
D.B. 20030715, P.G. 0005933
TAX MAP 21, PARCEL 3
RIGHT OF WAY ACQUISITION
GIBBS PEDESTRIAN BRIDGE
TRACT 2 - SHEET 1

DATE: 04/24/2025

RLA-17405 **R-25-6-501**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving ten (10) Agreements in Opioid Settlement Program funds for various remediation strategies addressing opioid substance misuse with The Restoration House of East TN in the amount of $30,000; Metro Drug Coalition in the amount of $150,000; Knoxville Leadership Foundation (Amachi) in the amount of $30,000; YWCA Knoxville and the Tennessee Valley in the amount of $50,000; Volunteer Ministry Center in the amount of $30,000; Wesley House Community Center in the amount of $100,000; Helen Ross McNabb Center (EmPATH) in the amount of $500,000; Helen Ross McNabb Center (Centerpointe) in the amount of $2,000,000; Knoxville Leadership Foundation (KnoxWorx) in the amount of $500,000; and Summit Medical Group in the amount of $425,000.00. (Funded with Opioid Abatement and Subdivision Settlement Funds).
(Community Development)

Attachments

Resolution

The Restoration House

MDC

KLF-Amachi

YWCA

VMC

Wesley House Community Center

McNabb-EmPath

McNabb-Centerpointe

KLF-KnoxWorx

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING TEN (10) AGREEMENTS IN OPIOID SETTLEMENT PROGRAM FUNDS FOR VARIOUS REMEDIATION STRATEGIES ADDRESSING OPIOID SUBSTANCE MISUSE WITH THE RESTORATION HOUSE OF EAST TN IN THE AMOUNT OF $30,000; METRO DRUG COALITION IN THE AMOUNT OF $150,000; KNOXVILLE LEADERSHIP FOUNDATION (AMACHI) IN THE AMOUNT OF $30,000; YWCA KNOXVILLE AND THE TENNESSEE VALLEY IN THE AMOUNT OF $50,000; VOLUNTEER MINISTRY CENTER IN THE AMOUNT OF $30,000; WESLEY HOUSE COMMUNITY CENTER IN THE AMOUNT OF $100,000; HELEN ROSS MCNABB CENTER (EMPATH) IN THE AMOUNT OF $500,000; HELEN ROSS MCNABB CENTER (CENTERPOINTE) IN THE AMOUNT OF $2,000,000; KNOXVILLE LEADERSHIP FOUNDATION (KNOXWORX) IN THE AMOUNT OF $500,000; AND SUMMIT MEDICAL GROUP IN THE AMOUNT OF $425,000.00. (FUNDED WITH OPIOID ABATEMENT AND SUBDIVISION SETTLEMENT FUNDS).

RESOLUTION: **R-25-6-501**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is the recipient of Opioid Settlement Program funds and, as recipient of this funding, it is necessary for Knox County to undertake certain projects or programs aimed at remediating, preventing, and educating on substance misuse in connection with the Opioid Settlement Program; and

WHEREAS, Knox County desires to provide Opioid Settlement Program funds for various remediation strategies addressing opioid substance misuse to the following agencies: The Restoration House of East TN; Metro Drug Coalition; Knoxville Leadership Foundation (Amachi); YWCA Knoxville and the Tennessee Valley; Volunteer Ministry Center; Wesley House Community Center; Helen Ross McNabb Center (EmPATH); Helen Ross McNabb Center (Centerpointe); Knoxville Leadership Foundation (KnoxWorx); and Summit Medical Group, as further detailed in the attached agreements; and

WHEREAS, the proposed agreements set forth the terms and conditions under which the services and activities will be undertaken.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The ten (10) Agreements to provide Opioid Settlement Program funds for various remediation strategies addressing opioid substance misuse are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference, as follows: The Restoration House of East TN in the amount of $30,000; Metro Drug Coalition in the amount of $150,000; Knoxville Leadership Foundation (Amachi) in the amount of $30,000; YWCA Knoxville and the Tennessee Valley in the amount of $50,000; Volunteer Ministry Center in the amount of $30,000; Wesley House Community Center in the amount of $100,000; Helen Ross McNabb Center (EmPATH) in the amount of $500,000; Helen Ross McNabb Center (Centerpointe) in the amount of $2,000,000; Knoxville Leadership Foundation (KnoxWorx) in the amount of $500,000; and Summit Medical Group in the amount of $425,000.00.

BE IT FURTHER RESOLVED, the aforesaid Agreements shall be executed subject to such amendment or action not affecting the substantive provisions of the agreements as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

AGREEMENT BETWEEN
KNOX COUNTY
AND
THE RESTORATION HOUSE OF EAST TENNESSEE

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **The Restoration House of East Tennessee,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at **2205 Village Place Way, Knoxville, Tennessee 37923.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00)** in *Opioid Settlement Program* funds to provide workforce development for single-parent low-income households impacted by substance misuse.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the

termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	**Quarter of Activity**	**Invoice DUE by**
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the

activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   The Awardee 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 Agreement, or in the

employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

   d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee,

subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement,

the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any

negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

THE RESTORATION HOUSE OF EAST TENNESSEE

BY: _____ DATE: _____

DANIEL WATSON
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A-THE RESTORATION HOUSE OF EAST TENNESSEE

PROGRAM AREA

The principal offices of **The Restoration House of East Tennessee** are located at 2205 Village Place Way, Knoxville, Tennessee 37923.

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APPENDIX B-THE RESTORATION HOUSE OF EAST TENNESSEE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will provide workforce development for single-parent low-income households impacted by substance misuse by implementing remediation strategies categorized as Recovery Support (E4) by the Opioid Abatement Council.

GOALS:

The Awardee will provide workforce development services to a minimum of 20 individuals impacted by substance misuse per year.

PERFORMANCE INDICATORS-– REPORTED ON A QUARTERLY BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total number of unduplicated individuals receiving services _____

Narrative: Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

Accomplishment Data:

- Total number of unduplicated individuals served with funding
    - Gender; and
    - Income levels; and
    - Race and ethnicity
- Survey for each unduplicated individual reported as served during quarter reported

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will administer, collect and maintain records of client surveys (provided by the County) for all beneficiaries.
- Awardee will collect and maintain records identifying the number of unduplicated individuals that have successfully graduated from the program.
- Awardee will collect and maintain records identifying the number of unduplicated individuals that have enrolled in a post-secondary education path.
- Awardee will collect and maintain records identifying the number of unduplicated individuals that have completed a post-secondary education path.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

APPENDIX C- THE RESTORATION HOUSE OF EAST TENNESSEE

PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Family Advocate(s)		
Fringe Benefit(s)		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$30,000.00**	
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$0.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$30,000.00**	

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AGREEMENT BETWEEN
KNOX COUNTY
AND
METRO DRUG COALITION, INC.

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **METRO DRUG COALITION, INC.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at **530 W. 5th Avenue, Knoxville, Tennessee 37917.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. "Opioid Abatement and Remediation" for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the

list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. "Opioid Remediation", care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. "Opioid Abatement Fund" for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. "Opioid Abatement Council" for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. "Subdivision Funds" for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 ($150,000.00)** in *Opioid Settlement Program* funds to deliver substance misuse prevention curriculum with Knox County schools, after school programs, and within the community.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform, and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 ($150,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the

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

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	**Quarter of Activity**	**Invoice DUE by**
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the

activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   The Awardee 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 Agreement, or in the

employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

   d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee,

subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement,

the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any

negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

METRO DRUG COALITION, INC.

BY: _____ DATE: _____

WEBSTER BAILEY
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A-METRO DRUG COALITION, INC.

PROGRAM AREA

The principal offices of **Metro Drug Coalition, Inc.** are located at 530 W. 5th Avenue, Knoxville, Tennessee 37917.

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APPENDIX B- METRO DRUG COALITION, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will deliver substance misuse prevention curriculum with Knox County schools, after school programs, and within the community by implementing remediation strategies categorized as Primary Prevention (GG8) by the Opioid Abatement Council.

GOALS: Awardee will deliver substance misuse prevention curriculum to a minimum of 7,000 individuals per year. Awardee will also develop and deliver evidence-based or evidence-informed primary prevention media campaigns each quarter.

PERFORMANCE INDICATORS-– REPORTED ON A QUARTERLY BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total number of individuals receiving services _____

Narrative: Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

The narrative will also elaborate on delivered primary prevention media campaigns with the following information as available: a description of the campaign's goals and key messages, target audience, platforms and channels used, evidence base or source informing campaign content, and engagement metrics or available data on reach and audience interaction. The narrative must demonstrate how the campaign contributes to the broader prevention goals as outlined in the agreement.

Accomplishment Data:

- Total number of individuals served within Knox County schools
- Of the total number of individuals served within Knox County schools:
    - Number of elementary students participating in prevention curriculum
    - Number middle school students participating in prevention curriculum
    - Number of high school students participating in prevention curriculum
    - Number of adults that attended prevention presentations and trainings
- Number of youth and parents reached through social media or traditional media campaigns

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will collect and maintain records identifying the number of elementary students participating in prevention curriculum.
- Awardee will collect and maintain records identifying the number middle school students participating in prevention curriculum.
- Awardee will collect and maintain records identifying the number of high school students participating in prevention curriculum.

APPENDIX B- METRO DRUG COALITION, INC.
PERFORMANCE MEASUREMENTS (CONTINUED)

- Awardee will collect and maintain records identifying the number of adults that attended prevention presentations and trainings.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

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APPENDIX C- METRO DRUG COALITION, INC.

PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Prevention Coordinator		
Youth Initiatives Coordinator		
Director of Primary Prevention		
Social Media Coordinator		
Fringe Benefit(s)		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$125,000.00**	
Travel & Mileage Reimbursement		
Purchase of laptop for program use		
Materials and Supplies		
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$25,000.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$150,000.00**	

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AGREEMENT BETWEEN
KNOX COUNTY
AND
KNOXVILLE LEADERSHIP FOUNDATION

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **Knoxville Leadership Foundation,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at **318 N Gay Street Suite 210, Knoxville, Tennessee 37917.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00)** in *Opioid Settlement Program* funds to provide mentoring services to children and youth impacted by parental incarceration through the Amachi program.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the

termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	**Quarter of Activity**	**Invoice DUE by**
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the

activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   The Awardee 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 Agreement, or in the

employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

   d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee,

subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement,

the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any

negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

KNOXVILLE LEADERSHIP FOUNDATION

BY: _____ DATE: _____

CHRIS MARTIN
PRESIDENT

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-KNOXVILLE LEADERSHIP FOUNDATION

PROGRAM AREA

The principal offices of **Knoxville Leadership Foundation** are located at 318 N. Gay Street, Suite 210, Knoxville, Tennessee 37917.

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APPENDIX B-KNOXVILLE LEADERSHIP FOUNDATION

PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will provide mentoring services to children and youth impacted by parental incarceration through the Amachi program by implementing remediation strategies categorized as Primary Prevention (GG9) by the Opioid Abatement Council.

GOALS:

Awardee will provide mentoring services to a minimum of 300 individuals impacted by parental incarceration.

PERFORMANCE INDICATORS-– REPORTED ON A <u>QUARTERLY</u> BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total number of unduplicated individuals receiving services _____

<u>Narrative:</u> Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

<u>Accomplishment Data:</u>

- Total number of unduplicated individuals served with funding
    - Gender; and
    - Income levels; and
    - Race and ethnicity
- Survey for each unduplicated individual reported as served during quarter reported

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will administer, collect and maintain records of client surveys (provided by the County) for all beneficiaries.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

APPENDIX C- KNOXVILLE LEADERSHIP FOUNDATION

PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Director, Amachi		
Assistant Director of Recruitment, Amachi		
Assistant Director of Match Support, Amachi		
Family Engagement Coordinator, Amachi		
Community Engagement Coordinator, Amachi		
Senior Director, Youth and Family Engagement		
Director of Financial Reporting and Compliance		
Director of Grants Management		
Fringe Benefit(s)		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$18,500.00**	
Staff Training & Development		
Travel & Mileage Reimbursement		
Materials and Supplies		
Professional Service Contracts		
Direct Client Support		
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$11,500.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$30,000.00**	

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AGREEMENT BETWEEN
KNOX COUNTY
AND
THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION d.b.a. YWCA KNOXVILLE AND THE TENNESSEE VALLEY

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **The Young Women's Christian Association d.b.a. YWCA Knoxville and the Tennessee Valley,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at **420 Clinch Avenue, Knoxville, Tennessee 37902.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)** in *Opioid Settlement Program* funds to support the Keys of Hope program.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform, and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)**. Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	**Quarter of Activity**	**Invoice DUE by**
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current

on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County

for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   The Awardee 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 Agreement, or in the employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

   The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

   d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee

of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement, the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the

agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those

provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION d.b.a. YWCA KNOXVILLE AND THE TENNESSEE VALLEY

BY: _____ DATE: _____

NATALIE STAIR
INTERIM CHIEF EXECUTIVE OFFICER

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A- THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION d.b.a. YWCA KNOXVILLE AND THE TENNESSEE VALLEY

PROGRAM AREA

The principal offices of **YWCA Knoxville and the Tennessee Valley** are located at 420 Clinch Avenue, Knoxville, Tennessee, 37902.

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APPENDIX B- THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION d.b.a. YWCA KNOXVILLE AND THE TENNESSEE VALLEY

PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will provide Keys of Hope program services to individuals affected by substance misuse by implementing remediation strategies as categorized as Recovery Support (E4) by the Opioid Abatement Council.

GOALS: Awardee will serve a minimum of 50 individuals through the Keys of Hope program.

PERFORMANCE INDICATORS-– REPORTED ON A <u>QUARTERLY</u> BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total number of unduplicated individuals receiving services _____

<u>Narrative:</u> Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

<u>Accomplishment Data:</u>

- Total number of unduplicated individuals served with funding
    - Gender; and
    - Income levels; and
    - Race and ethnicity
- Survey for each unduplicated individual reported as served during quarter reported

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will collect and maintain records identifying the number of unduplicated individuals that have successfully completed the program.
- Awardee will collect and maintain records identifying the number of unduplicated individuals that have enhanced financial stability from the program.
- Awardee will collect and maintain records identifying the number of unduplicated individuals that achieved permanent housing following completion of the program.
- Awardee will administer, collect and maintain records of client surveys (provided by the County) for all beneficiaries.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

APPENDIX C- THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION d.b.a. YWCA KNOXVILLE AND THE TENNESSEE VALLEY

PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Keys of Hope Program Director		
Director of Social Services		
Fringe Benefit(s)		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$23,619.00**	
Equipment Maintenance (Printer / Shredder)		
Direct Client Assistance		
Materials and Supplies		
Communications & IT		
Professional Service Contracts		
Insurance		
Rent & Utilities		
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$26,381.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$50,000.00**	

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AGREEMENT BETWEEN
KNOX COUNTY
AND
VOLUNTEER MINISTRY CENTER, INC.

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **Volunteer Ministry Center, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at **511 N Broadway Street, Knoxville, Tennessee 37917.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide the Awardee **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00)** in *Opioid Settlement Program* funds to assist individuals affected by substance misuse in obtaining vital records, such as birth certificates and state-issued identification, to support their access to housing, education, and employment opportunities.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the

termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	**Quarter of Activity**	**Invoice DUE by**
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the

activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   The Awardee 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 Agreement, or in the

employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

   d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee,

subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement,

the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any

negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

VOLUNTEER MINISTRY CENTER, INC.

BY: _____ DATE: _____

TRACEY WILLIAMS
CHIEF EXECUTIVE OFFICER

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A- VOLUNTEER MINISTRY CENTER, INC.

PROGRAM AREA

The principal offices of **Volunteer Ministry Center, Inc.** are located at 511 N. Broadway Street, Knoxville, Tennessee 37917.

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APPENDIX B- VOLUNTEER MINISTRY CENTER, INC.

PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will assist individuals affected by substance misuse in obtaining vital records by implementing remediation strategies categorized as Recovery Support (BB1) by the Opioid Abatement Council.

GOALS:

Awardee will serve a minimum of 500 unduplicated individuals through the Vital Records program.

PERFORMANCE INDICATORS-– REPORTED ON A QUARTERLY BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total number of unduplicated individuals receiving services _____

Narrative: Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

Accomplishment Data:

- Total number of unduplicated individuals served with funding
    - Gender; and
    - Income levels; and
    - Race and ethnicity
- Survey for each unduplicated individual reported as served during quarter reported

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will administer, collect and maintain records of client surveys (provided by the County) for all beneficiaries.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

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APPENDIX C- VOLUNTEER MINISTRY CENTER, INC.

PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Bush Family Refuge Administrative Assistant		
Fringe Benefit(s)		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$10,600.00**	
Communication & IT		
Direct Client Support		
Materials and Supplies		
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$19,400.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$30,000.00**	

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AGREEMENT BETWEEN
KNOX COUNTY
AND
WESLEY HOUSE COMMUNITY CENTER COMPANY

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **Wesley House Community Center Company,** a nonprofit organization, hereinafter referred to as **Awardee** and which is located at **1719 Reynolds Street, Knoxville, Tennessee 37921.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **ONE HUNDRED THOUSAND DOLLARS AND NO/100 ($100,000.00)** in *Opioid Settlement Program* funds to provide academic enrichment programming to underserved youth.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE HUNDRED THOUSAND DOLLARS AND NO/100 ($100,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall

be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	Quarter of Activity	Invoice DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall

be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under

which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

The Awardee 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 Agreement, or in the employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

   d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of

protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

   The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, “This project is funded under an Agreement with Knox County Opioid Settlement Program.” All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations

related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the

amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement, the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included

herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

WESLEY HOUSE COMMUNITY CENTER COMPANY

BY: _____ DATE: _____

PORSCHIA PICKETT
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-WESLEY HOUSE COMMUNITY CENTER COMPANY

PROGRAM AREA

The principal offices of **Wesley House Community Center Company** are located at 1719 Reynolds Street, Knoxville, Tennessee 37921.

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APPENDIX B- WESLEY HOUSE COMMUNITY CENTER COMPANY

PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will provide academic enrichment programming to underserved youth by implementing remediation strategies categorized as Primary Prevention (GG9) by the Opioid Abatement Council.

GOALS:

Awardee will provide academic enrichment programming to a minimum of 85 individuals annually.

PERFORMANCE INDICATORS-– REPORTED ON A QUARTERLY BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total number of unduplicated individuals receiving services _____

Narrative: Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

Accomplishment Data:

- Total number of unduplicated individuals served with funding
    - Gender; and
    - Income levels; and
    - Race and ethnicity
- Survey for each unduplicated individual reported as served during quarter reported

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will administer, collect and maintain records of client surveys (provided by the County) for all beneficiaries.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

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APPENDIX C- WESLEY HOUSE COMMUNITY CENTER COMPANY

PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Director of Youth Services		
Admin Coordinator		
Fringe Benefit(s)		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$50,000.00**	
Program Marketing		
Materials and Supplies		
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$50,000.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$100,000.00**	

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AGREEMENT BETWEEN
KNOX COUNTY
AND
HELEN ROSS MCNABB CENTER, INC.

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **Helen Ross McNabb Center, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at **200 Tech Center Drive, Knoxville, Tennessee 37912.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00)** in *Opioid Settlement Program* funds to provide acute mental health care for persons with substance use disorders and any co-occurring mental health condition through the Emergency Psychiatric Assessment, Treatment, and Healing (EmPATH) unit.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall

be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	Quarter of Activity	Invoice DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall

be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under

which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

The Awardee 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 Agreement, or in the employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

   d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of

protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

   The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, “This project is funded under an Agreement with Knox County Opioid Settlement Program.” All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations

related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the

amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement, the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included

herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

HELEN ROSS MCNABB CENTER, INC.

BY: _____ DATE: _____

MONA BLANTON-KITTS
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A-HELEN ROSS MCNABB CENTER, INC.
PROGRAM AREA

The principal offices of **Helen Ross McNabb Center, Inc.** are located at 200 Tech Center Drive, Knoxville, Tennessee 37912.

The program area is located at 1515 Mary Street, Knoxville, Tennessee 37917.

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APPENDIX B- HELEN ROSS MCNABB CENTER, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will provide crisis stabilization services as an alternative to a hospital emergency department for persons with substance use disorders and any co-occurring mental health conditions by implementing remediation strategies categorized as Treatment (CC8) by the Opioid Abatement Council.

GOALS:

Awardee will provide acute mental health care to a minimum of 2,000 individuals through the EmPATH Unit.

PERFORMANCE INDICATORS-– REPORTED ON A QUARTERLY BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total number of unduplicated individuals receiving services _____

Narrative: Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

Accomplishment Data:

- Total number of unduplicated individuals served with funding
    - Gender; and
    - Income levels; and
    - Race and ethnicity

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

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APPENDIX C- HELEN ROSS MCNABB CENTER, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Advanced Practice Nurse (s)		
Registered Nurse (s)		
Lead Register Nurse		
Medical Doctor		
Master's Level Clinician (s)		
Master's Level Coordinator		
Mental Health Technician (s)		
Peer Support Specialist (s)		
Client Benefits Staff		
Director		
Chief Medical Officer		
Clinical Vice President		
Approved indirect salary and fringe benefit	Up to $67,773.00	
Fringe Benefits		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$194,427.00**	
Program Marketing		
Travel and Mileage		
Materials and Supplies		
Rent and Utilities		
Insurance		
Direct Client Support		
Professional Service Contracts		
Communication and IT		
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$305,573.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$500,000.00**	

AGREEMENT BETWEEN
KNOX COUNTY
AND
HELEN ROSS MCNABB CENTER, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **Helen Ross McNabb Center, Inc.,** a nonprofit organization, hereinafter referred to as **Awardee** and which is located at **200 Tech Center Drive, Knoxville, Tennessee 37912.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **TWO MILLION DOLLARS AND NO/100 ($2,000,000.00)** in *Opioid Settlement Program* funds to make capital improvements and expand Centerpointe, the residential and detoxification treatment facility.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and capital project performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of capital project assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement. Associated capital project costs prior to the start of this Agreement are eligible for reimbursement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROJECT EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWO MILLION DOLLARS AND NO/100 ($2,000,000.00).** capital project expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall

be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its capital project to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B, or the Project Schedule outlined in Appendix D, by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement.

   Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by August 1, 2027.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

   a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
   b. Indicate an Invoice #;
   c. Indicate the specific project that is requesting reimbursement;

d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

6. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

7. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final capital project invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, within thirty (30) days following the completion of the capital project. Submission will take place within the County's web-based reporting system.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, project or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this capital project. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the capital project that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROJECT REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   The Awardee 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 Agreement, or in the employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

   Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

   In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

   The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

   The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service project. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the

sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **WORKER'S COMPENSATION:** The Awardee shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

10. **DRUG FREE WORKPLACE:** The Awardee certifies and agrees to comply with the federal Drug Free Workplace requirements.

11. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

12. **PROCUREMENT:** Awardee shall comply with their current policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

13. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Furthermore, Awardee agrees to ensure compliance with all applicable local codes, ordinances, and zoning ordinances throughout the entirety of the project.

14. **DEBARMENT AND SUSPENSION**: The Awardee certifies that, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    b. Have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgement rendered against them from commission of fraud, or a criminal offence in

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

c. Are not presently indicted, or otherwise criminally, or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section (b) of this certification; and
d. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

15. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement, the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or

failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no taxpay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

HELEN ROSS MCNABB CENTER, INC.

BY: _____ DATE: _____

MONA BLANTON-KITTS
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A-HELEN ROSS MCNABB CENTER, INC.

PROJECT AREA

The principal offices of **Helen Ross McNabb Center, Inc.** are located at 200 Tech Center Drive, Knoxville, Tennessee 37912.

The capital project known as Centerpointe is located at 5310 Ball Camp Pike, Knoxville, Tennessee 37921.

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APPENDIX B- HELEN ROSS MCNABB CENTER, INC.

PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will expand availability of treatment for substance use disorders and any co-occurring mental health conditions at the Centerpointe facility by implementing remediation strategies designated as Treatment (AA1) by the Opioid Abatement Council.

GOALS:

Awardee will increase the number of treatment and detoxification beds at the Centerpointe facility.

PERFORMANCE INDICATORS-– REPORTED ON COMPLETION OF PROJECT:

Awardee will submit a final report comprised of accomplishments. The following information will be required for submission:

Narrative:

The narrative will detail how the specified remediation strategy has been addressed by summarizing the impact of the completed construction project on individuals affected by substance misuse.

TASKS:

- Awardee will ensure project activity aligns with the applicable strategy.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

APPENDIX C- HELEN ROSS MCNABB CENTER, INC.

CAPITAL PROJECT BUDGET

PROJECT BUDGET LINE ITEM	PROJECT ABATEMENT/INTEREST FUNDS	PROJECT SUBDIVISION FUNDS
Centerpointe Capital Project		$2,000,000.00
NOT TO EXCEED CAPITAL PROJECT BUDGET TOTAL	**$0.00**	**$2,000,000.00**

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AGREEMENT BETWEEN
KNOX COUNTY
AND
KNOXVILLE LEADERSHIP FOUNDATION

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **Knoxville Leadership Foundation,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at **318 North Gay Street, Suite 210, Knoxville, Tennessee 37917.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00)** in *Opioid Settlement Program* funds for the KnoxWorx expansion project.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform, and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and capital project performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of capital project assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2027 unless terminated in conformity with the terms of this Agreement. Associated capital project costs prior to the start of this Agreement are eligible for reimbursement.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROJECT EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00).** capital project expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the

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

3. The Awardee will administer its capital project to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B, or the Project Schedule outlined in Appendix D, by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement.

   Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by August 1, 2027.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

   a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
   b. Indicate an Invoice #;
   c. Indicate the specific project that is requesting reimbursement;
   d. The amount requested by Grant Budget line-item;
   e. The total amount requested (all line-items) for the Invoice Period;

f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

6. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

7. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final capital project invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, within thirty (30) days following the completion of the capital project. Submission will take place within the County's web-based reporting system.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, project or fiscal

audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this capital project. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the capital project that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROJECT REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   The Awardee 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 Agreement, or in the employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

   Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

   In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

   The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

   The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service project. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the

sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **WORKER'S COMPENSATION:** The Awardee shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

10. **DRUG FREE WORKPLACE:** The Awardee certifies and agrees to comply with the federal Drug Free Workplace requirements.

11. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

12. **PROCUREMENT:** Awardee shall comply with their current policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

13. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Furthermore, Awardee agrees to ensure compliance with all applicable local codes, ordinances, and zoning ordinances throughout the entirety of the project.

14. **DEBARMENT AND SUSPENSION**: The Awardee certifies that, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    b. Have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgement rendered against them from commission of fraud, or a criminal offence in

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

c. Are not presently indicted, or otherwise criminally, or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section (b) of this certification; and
d. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

15. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement, the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or

failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no taxpay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

KNOXVILLE LEADERSHIP FOUNDATION

BY: _____ DATE: _____

CHRIS MARTIN
PRESIDENT

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-KNOXVILLE LEADERSHIP FOUNDATION

PROJECT AREA

The principal offices of **Knoxville Leadership Foundation** are located at 318 N. Gay Street, Knoxville, Tennessee 37917.

The capital project known as KnoxWorx is located at 1801 E. Magnolia Avenue, Knoxville, Tennessee 37917.

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APPENDIX B- KNOXVILLE LEADERSHIP FOUNDATION

PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will expand availability of their KnoxWorx programming by implementing remediation strategies designated as Recovery Support (BB8) by the Opioid Abatement Council.

GOALS:

Awardee will increase access to workforce development services for persons in treatment for or recovery from substance use disorders and any co-occurring mental health conditions.

PERFORMANCE INDICATORS-– REPORTED ON COMPLETION OF PROJECT:

Awardee will submit a final report comprised of accomplishments. The following information will be required for submission:

Narrative:

The narrative will detail how the specified remediation strategy has been addressed by summarizing the impact of the completed construction project on individuals affected by substance misuse.

TASKS:

- Awardee will ensure project activity aligns with the applicable strategy.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

APPENDIX C- KNOXVILLE LEADERSHIP FOUNDATION

CAPITAL PROJECT BUDGET

PROJECT BUDGET LINE ITEM	PROJECT ABATEMENT/INTEREST FUNDS	PROJECT SUBDIVISION FUNDS
KnoxWorx Capital Project		$500,000.00
NOT TO EXCEED PROJECT BUDGET TOTAL	**$0.00**	**$500,000.00**

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AGREEMENT BETWEEN
KNOX COUNTY
AND
SUMMIT MEDICAL GROUP, PLLC

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **Summit Medical Group, PLLC,** a Limited Liability Company, hereinafter referred to as **Awardee** and which is located at **1275 Dick Lonas Road NW Knoxville, Tennessee 37909.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. "Opioid Abatement and Remediation" for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. "Opioid Remediation", care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. "Opioid Abatement Fund" for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. "Opioid Abatement Council" for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. "Subdivision Funds" for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($425,000.00)** in *Opioid Settlement Program* funds to provide medical and behavioral health care to individuals with substance use disorder and any co-occurring mental health condition.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Agreement.

2. Upon mutual agreement of the Awardee and the County, the award may be extended for two (2) years, one (1) year at a time. This may result in a total of three (3) years; the funding amount may be adjusted upon renewal as recommended by the Knox County Mayor and subject to approval by Knox County Commission through the annual renewal process.

3. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($425,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	Quarter of Activity	Invoice DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2027. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
b. Indicate an Invoice #;
c. Indicate the specific project that is requesting reimbursement;
d. The amount requested by Grant Budget line-item;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
h. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2027. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of

the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616),

as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

The Awardee 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 Agreement, or in the employment practices of the Awardee 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 Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee 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 Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

The County and the Awardee 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 County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement 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.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, 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 County because of the violation.

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

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as

defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

   The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee 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:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, "This project is funded under an Agreement with Knox County Opioid Settlement Program." All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee 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 to the County.

9. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

10. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

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

11. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

12. **STRICT PERFORMANCE**: Failure by any party to this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The

County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement, the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records.
   Awardee shall transfer to the County any Opioid Settlement Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

SUMMIT MEDICAL GROUP, PLLC

BY: _____ DATE: _____

ED CURTIS
CHIEF EXECUTIVE OFFICER

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-SUMMIT MEDICAL GROUP, PLLC

PROGRAM AREA

The principal offices of **Summit Medical Group, PLLC** are located at 1275 Dick Lonas Road NW, Knoxville, Tennessee 37909.

The program area is located at 418 N. Broadway Street, Knoxville, Tennessee 37917.

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APPENDIX B- SUMMIT MEDICAL GROUP, PLCC

PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will provide medical and behavioral health care to individuals with substance use disorder and any co-occurring mental health condition by implementing remediation strategies categorized as Recovery Support (BB1) by the Opioid Abatement Council.

GOALS:

The Awardee will serve a minimum of 100 unduplicated individuals with free medical and behavioral health care. The Awardee's interventions shall result in a demonstrable decrease in non-emergent or avoidable ambulance transport to area emergency departments.

PERFORMANCE INDICATORS-– REPORTED ON A <u>QUARTERLY</u> BASIS:

Awardee will submit quarterly reports comprised of progress towards the project goals and accomplishments. The following information will be required for submission:

Total number of unduplicated individuals receiving services _____

Total number of transports to a local Emergency Department (provided by the Knox County Health Department) _____

<u>Narrative:</u>

The narrative will detail how the program's outcomes align with the specified remediation strategy and impact individuals affected by substance misuse.

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will ensure all policies and procedures of the Opioid Settlement Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

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APPENDIX C- SUMMIT MEDICAL GROUP, PLLC

PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT/INTEREST FUNDS	PROGRAM SUBDIVISION FUNDS
Nurse Practitioner (Position 1)		
P/T Nurse Practitioner (Position 1)		
Certified Medical Assistant (Position 1)		
P/T Certified Medical Assistant (Position 1)		
Receptionist/CMA/Supervisor (Positions 1)		
P/T Receptionist/CMA/Supervisor (Positions 1)		
Fringe Benefit(s)		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL		**$325,000.00**
Pharmaceuticals		
Laboratory Cost		
Materials and Supplies		
Call Coverage		
TOTAL PROGRAM OPERATING COSTS SUBTOTAL		**$100,000.00**
NOT TO EXCEED PROGRAM BUDGET TOTAL		**$425,000.00**

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RLA-17406 **R-25-6-502**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving three (3) Memorandums of Understanding to promote fire and rescue emergency resources with Karns Fire Department in the amount of $285,177.40; Seymour Volunteer Fire Department in the amount of $113,585.80, and Knox County Rescue in the amount of $206,236.80.
(Community Development)

Attachments

Resolution

Karns Fire Dept MOU

Seymour Volunteer Fire Department MOU

Knox County Rescue MOU

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THREE (3) MEMORANDUMS OF UNDERSTANDING TO PROMOTE FIRE AND RESCUE EMERGENCY RESOURCES WITH KARNS FIRE DEPARTMENT IN THE AMOUNT OF $285,177.40, SEYMOUR VOLUNTEER FIRE DEPARTMENT IN THE AMOUNT OF $113,585.80, AND KNOX COUNTY RESCUE IN THE AMOUNT OF $206,236.80.

RESOLUTION: **R-25-6-502**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to promote maximum utilization of fire/rescue emergency resources within Knox County; and

WHEREAS, Karns Fire Department, Seymour Volunteer Fire Department and Knox County Rescue are all 501(c)(3) organizations providing fire/rescue emergency services within Knox County; and

WHEREAS, Knox County desires to enter into separate Memorandums of Understanding with the Karns Fire Department, Seymour Volunteer Fire Department and Knox County Rescue concerning receipt of Knox County funds for fire/rescue emergency services; and

WHEREAS, Knox County will provide funding in an amount not to exceed $285,177.40 to Karns Fire Department, $113,585.80 to Seymour Volunteer Fire Department, and $206,236.80 to Knox County Rescue for the period of July 1, 2025 through June 30, 2026 to enhance the operations of fire/rescue emergency services provided by said agencies, as further detailed in the attached Memorandums of Understanding.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandums of Understanding with Karns Fire Department, Seymour Volunteer Fire Department and Knox County Rescue for the provision of fire/rescue emergency services are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandums of Understanding with Karns Fire Department, Seymour Volunteer Fire Department and Knox County Rescue for the provision of fire/rescue emergency services shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT OF KNOX COUNTY FUNDS FOR
FIRE/RESCUE EMERGENCY SERVICES

This Memorandum of Understanding is made and entered at Knoxville, Tennessee on the ___ day of _____, **2025**, by and between **Knox County**, hereinafter referred to as **"COUNTY"** and **Karns Fire Department**, 10521 Waterville Lane, Knoxville, TN 37932, hereinafter referred to as **"AGENCY."**

WHEREAS, COUNTY desires to promote maximum utilization of fire/rescue emergency resources within Knox County.

WHEREAS, AGENCY is a designated 501(c)(3) with a stated mission of providing fire/rescue emergency services within COUNTY.

WHEREAS, AGENCY has equipment and personnel required to provide such services within their designated response area and is willing and able to render such services.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto hereby agree as follows:

A. SCOPE OF SERVICES

A1. AGENCY agrees to provide fire/rescue emergency services in accordance with Tennessee Firefighting Commission standards within their designated fire district as it appears on the attached map as "**Appendix A**," or at the request for mutual aid from a fire department of another fire district.

A2. AGENCY agrees to provide COUNTY a *Monthly Performance Measures Report,* attached to this Memorandum of Understanding as "**Appendix B**," by the 15th of the following month.

B. FUNDING

B1. COUNTY shall provide funding to enhance the operation of fire/rescue emergency services provided by the AGENCY on a reimbursement basis. Eligible expenses must be recorded during the period of July 1, 2025 through June 30, 2026. In no event shall the maximum liability of COUNTY under this Memorandum of Understanding exceed **Two Hundred Eighty-Five Thousand One Hundred Seventy-Seven Dollars and Forty Cents ($285,177.40).** AGENCY shall submit an invoice for payment and *Reimbursement Form,* attached to this Memorandum of Understanding as "**Appendix C**," on a quarterly basis by no later than October 15, 2025, January 15, 2026, April 15, 2026, and July 15, 2026. Documentation of expenses including invoices marked paid, receipts, purchase orders, timecards, and cancelled checks must be held in an official file at the office of AGENCY as proof that funds were expended only for services set forth under "Section A – Scope of Services."

C. TERMS AND CONDITIONS:

C1. This Memorandum of Understanding shall be effective upon signatures of COUNTY and AGENCY and will expire on June 30th, 2026, unless terminated in conformity with the terms set forth under "Section D – Termination."

C2. AGENCY agrees COUNTY or any of their authorized representatives shall have access to any books, documents, papers, and records of AGENCY that are related to services and funds set forth under "Section A – Scope of Services" and "Section B – Funding" for the purpose of making audit, examination, excerpts, and transcripts. AGENCY must provide the requested information and/or make the necessary modifications to the information presented to comply with COUNTY requirements and allow site visits by COUNTY representatives when requested. AGENCY must retain all records relevant to this Memorandum of Understanding for a period of at least six (6) years. Notwithstanding, AGENCY will comply with all disclosure requirements under state and federal laws.

C3. AGENCY agrees to render all services as an independent contractor and shall not be considered an officer, agent, or employee of COUNTY or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of COUNTY. However, AGENCY acknowledges that as a non-profit entity obtaining public funds that it is subject to the same public records disclosure requirements as is COUNTY.

C4. AGENCY agrees that the purchase of any equipment, materials, and services procured with funding provided under this Memorandum of Understanding will be made in accordance with the Procurement Code of Knox County. All vehicles, or any equipment with a purchase price of $25,000 or more, shall be owned by and titled to COUNTY. All repairs, maintenance, insurance, and replacement of items will be the responsibility of AGENCY.

D. TERMINATION

D1. If AGENCY shall fail to fulfill their obligations or violate any terms under this Memorandum of Understanding, COUNTY shall thereupon have the right to terminate this Memorandum of Understanding by giving thirty (30) calendar days written notice to AGENCY of such termination and specifying the effective date thereof and the reason therefore.

D2. At any time and without cause, either party shall have the right, in its sole discretion, to terminate this Memorandum of Understanding by giving sixty (60) days written notice to the other party.

KARNS FIRE DEPARTMENT

BY: _____ _____

Jimmy Wilson — Date
President

KNOX COUNTY, TENNESSEE

BY: _____ _____

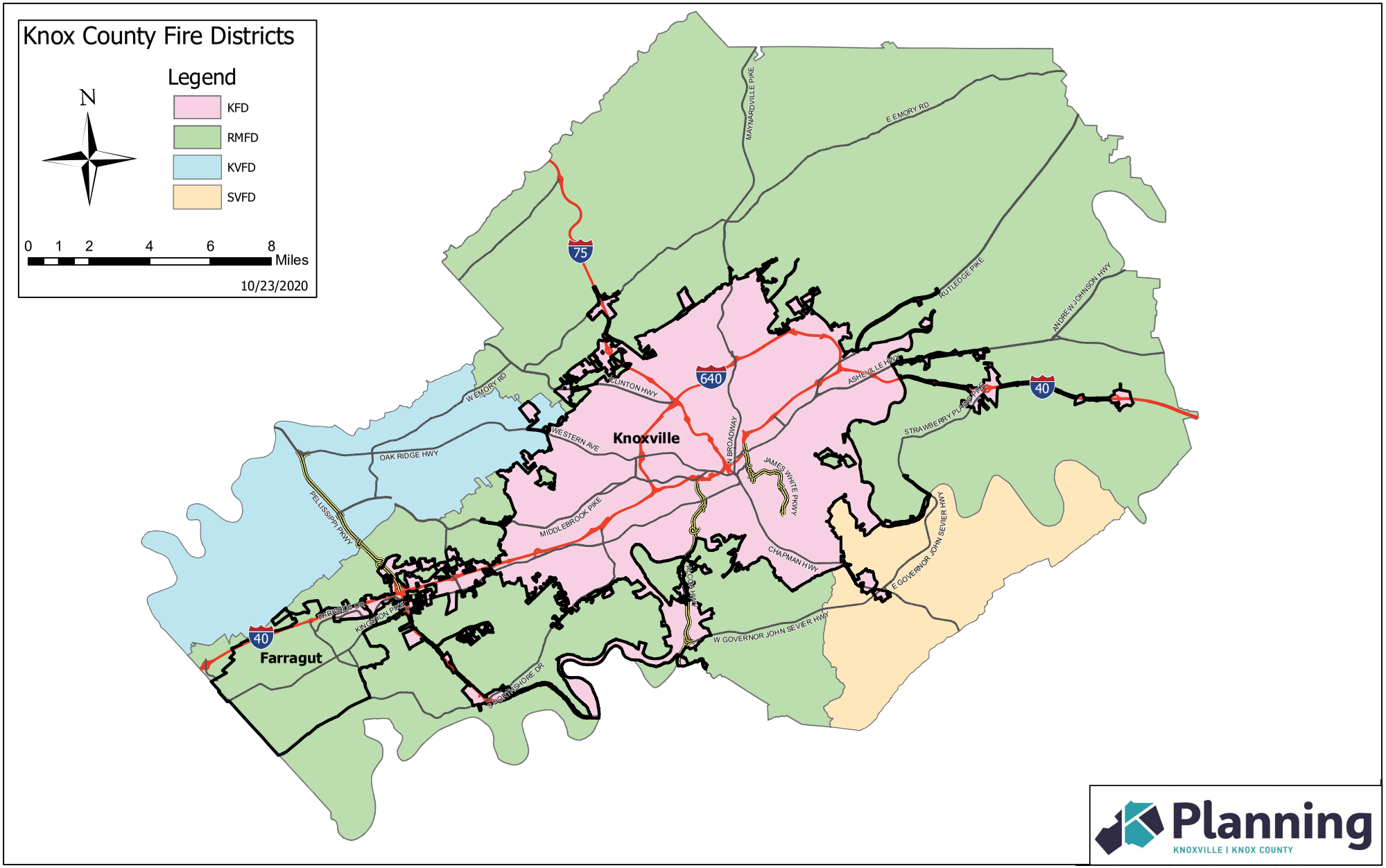
Glenn Jacobs — Date
Knox County Mayor

APPROVED AS TO FORM:

BY: _____ _____

David Buuck — Date
Knox County Law Director
Contract #: _____

Appendix A - Fire District Map



Appendix B - Monthly Performance Measures Report

Knox County Monthly Performance Measures Report

Agency:		**Agency Address:**		**Phone:**	
Agency Point of Contact:		**POC Title:**		**POC Email:**	

#	Performance Measure	Description of Performance Measure	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
1	Calls for Service	How many calls for service within Knox County did your agency receive from dispatch during this reporting month?													0
2	On-Scene Response	How many of the calls listed above resulted in an on-scene response by your agency?													0
3	Mutual Aid	How many automatic/mutual aid requests did your agency answer during this reporting month?													0
4	Training	How many total hours did your agency personnel spend in training during this reporting month?													0
5	Personnel - Volunteer	How many volunteer members were part of your agency during this reporting month? (Include admin and responders)													0
6	Personnel - Paid	How many people were employed by your agency during this reporting month? (Include admin and responders)													0
7	Personnel - Volunteer	How many volunteer firefighters/rescue technicians worked at least one shift for your agency during the reporting month? (Certified personnel in uniform at the station working a shift - on-call personnel would not be included here)													
8	Personnel - Paid	How many paid firefighters/rescue technicians worked at least one shift for your agency during the reporting month? (Certified personnel in uniform at the station working a shift - on-call personnel would not be included here)													
9	Availability	Report below the percentage of time stations serving Knox County were staffed and equipment available for response during the reporting month. (Certified personnel at the station with fire/rescue apparatus available for response)													
		Station 1 (Include Address Here)													
		Station 2 (Include Address Here)													
		Station 3 (Include Address Here)													
		Station 4 (Include Address Here)													

#	If needed, please provide additional information/clarification on performance measures below.

Appendix C - Reimbursement Form

Knox County Reimbursement Form

Agency:		**Total Grant/Contract Award:**	**$0.00**
Point of Contact:		**Amount of Current Request:**	**$0.00**
POC Email:		**Prior Payments:**	**$0.00**
POC Phone:		**Award Balance:**	**$0.00**

Expense Report

Category	Total Grant Budget	Previously Submitted	Current (Amount Due)	Total Expenditures	Balance	Comments
Salaries/Wages				$0.00	$0.00	
Employee Benefits & Payroll Taxes				$0.00	$0.00	
Professional or Contract Fees				$0.00	$0.00	
Supplies				$0.00	$0.00	
Printing and Publications				$0.00	$0.00	
Fuel				$0.00	$0.00	
Rent/Building Maintenance				$0.00	$0.00	
Utilities				$0.00	$0.00	
Insurance				$0.00	$0.00	
Travel, Conferences, & Meetings				$0.00	$0.00	
Vehicle Maintenance				$0.00	$0.00	
Equipment				$0.00	$0.00	
Other (List Below)						
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	

I certify to the best of my knowledge that the above is correct and that all expenditures were made in accordance with the grant agreement or MOU and that payment due has not been previously made.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT OF KNOX COUNTY FUNDS FOR
FIRE/RESCUE EMERGENCY SERVICES

This Memorandum of Understanding is made and entered at Knoxville, Tennessee on the ___ day of _____, **2025**, by and between **Knox County**, hereinafter referred to as **"COUNTY"** and **Seymour Volunteer Fire Department**, 7915 Chapman Highway, Knoxville, Tennessee 37920, hereinafter referred to as **"AGENCY."**

WHEREAS, COUNTY desires to promote maximum utilization of fire/rescue emergency resources within Knox County.

WHEREAS, AGENCY is a designated 501(c)(3) with a stated mission of providing fire/rescue emergency services within COUNTY.

WHEREAS, AGENCY has equipment and personnel required to provide such services within their designated response area and is willing and able to render such services.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto hereby agree as follows:

A. SCOPE OF SERVICES

A1. AGENCY agrees to provide fire/rescue emergency services in accordance with Tennessee Firefighting Commission standards within their designated fire district as it appears on the attached map as "**Appendix A**," or at the request for mutual aid from a fire department of another fire district.

A2. AGENCY agrees to provide COUNTY a *Monthly Performance Measures Report,* attached to this Memorandum of Understanding as "**Appendix B**," by the 15th of the following month.

B. FUNDING

B1. COUNTY shall provide funding to enhance the operation of fire/rescue emergency services provided by the AGENCY on a reimbursement basis. Eligible expenses must be recorded during the period of July 1, 2025, through June 30, 2026. In no event shall the maximum liability of COUNTY under this Memorandum of Understanding exceed **One Hundred Thirteen Thousand Five Hundred Eighty-Five Dollars and Eighty Cents ($113,585.80).** AGENCY shall submit an invoice for payment and *Reimbursement Form,* attached to this Memorandum of Understanding as "**Appendix C**," on a quarterly basis by no later than October 15, 2025, January 15, 2026, April 15, 2026, and July 15, 2026. Documentation of expenses including invoices marked paid, receipts, purchase orders, timecards, and cancelled checks must be held in an official file at the office of AGENCY as proof that funds were expended only for services set forth under "Section A – Scope of Services."

C. TERMS AND CONDITIONS:

C1. This Memorandum of Understanding shall be effective upon signatures of COUNTY and AGENCY and will expire on June 30th, 2026, unless terminated in conformity with the terms set forth under "Section D – Termination."

C2. AGENCY agrees COUNTY or any of their authorized representatives shall have access to any books, documents, papers, and records of AGENCY that are related to services and funds set forth under "Section A – Scope of Services" and "Section B – Funding" for the purpose of making audit, examination, excerpts, and transcripts. AGENCY must provide the requested information and/or make the necessary modifications to the information presented to comply with COUNTY requirements and allow site visits by COUNTY representatives when requested. AGENCY must retain all records relevant to this Memorandum of Understanding for a period of at least six (6) years. Notwithstanding, AGENCY will comply with all disclosure requirements under state and federal laws.

C3. AGENCY agrees to render all services as an independent contractor and shall not be considered an officer, agent, or employee of COUNTY or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of COUNTY. However, AGENCY acknowledges that as a non-profit entity obtaining public funds that it is subject to the same public records disclosure requirements as is COUNTY.

C4. AGENCY agrees that the purchase of any equipment, materials, and services procured with funding provided under this Memorandum of Understanding will be made in accordance with the Procurement Code of Knox County. All vehicles, or any equipment with a purchase price of $25,000 or more, shall be owned by and titled to COUNTY. All repairs, maintenance, insurance, and replacement of items will be the responsibility of AGENCY.

D. TERMINATION

D1. If AGENCY shall fail to fulfill their obligations or violate any terms under this Memorandum of Understanding, COUNTY shall thereupon have the right to terminate this Memorandum of Understanding by giving thirty (30) calendar days written notice to AGENCY of such termination and specifying the effective date thereof and the reason therefore.

D2. At any time and without cause, either party shall have the right, in its sole discretion, to terminate this Memorandum of Understanding by giving sixty (60) days written notice to the other party.

SEYMOUR VOLUNTEER FIRE DEPARTMENT

BY: _____ _____

John Linsenbigler Date
Chief

KNOX COUNTY, TENNESSEE

BY: _____ _____

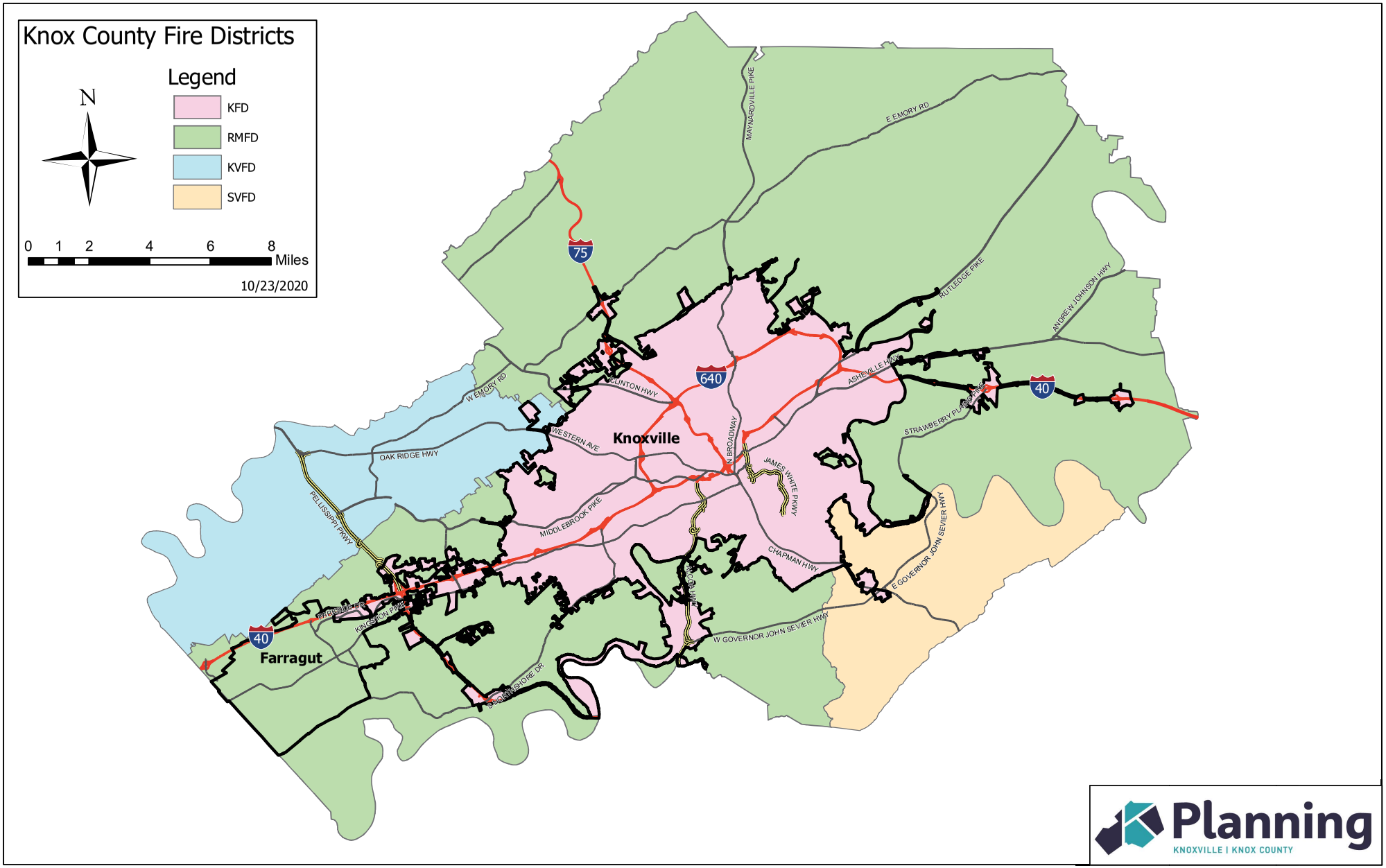
Glenn Jacobs Date
Knox County Mayor

APPROVED AS TO FORM:

BY: _____ _____

David Buuck Date
Knox County Law Director
Contract #: _____

Appendix A - Fire District Map



Appendix B - Monthly Performance Measures Report

Knox County Monthly Performance Measures Report

Agency:		**Agency Address:**		**Phone:**	
Agency Point of Contact:		**POC Title:**		**POC Email:**	

#	Performance Measure	Description of Performance Measure	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
1	Calls for Service	How many calls for service within Knox County did your agency receive from dispatch during this reporting month?													0
2	On-Scene Response	How many of the calls listed above resulted in an on-scene response by your agency?													0
3	Mutual Aid	How many automatic/mutual aid requests did your agency answer during this reporting month?													0
4	Training	How many total hours did your agency personnel spend in training during this reporting month?													0
5	Personnel - Volunteer	How many volunteer members were part of your agency during this reporting month? (Include admin and responders)													0
6	Personnel - Paid	How many people were employed by your agency during this reporting month? (Include admin and responders)													0
7	Personnel - Volunteer	How many volunteer firefighters/rescue technicians worked at least one shift for your agency during the reporting month? (Certified personnel in uniform at the station working a shift - on-call personnel would not be included here)													
8	Personnel - Paid	How many paid firefighters/rescue technicians worked at least one shift for your agency during the reporting month? (Certified personnel in uniform at the station working a shift - on-call personnel would not be included here)													
9	Availability	Report below the percentage of time stations serving Knox County were staffed and equipment available for response during the reporting month. (Certified personnel at the station with fire/rescue apparatus available for response)													
		Station 1 (Include Address Here)													
		Station 2 (Include Address Here)													
		Station 3 (Include Address Here)													
		Station 4 (Include Address Here)													

#	If needed, please provide additional information/clarification on performance measures below.

Appendix C - Reimbursement Form

Knox County Reimbursement Form

Agency:		**Total Grant/Contract Award:**	**$0.00**
Point of Contact:		**Amount of Current Request:**	**$0.00**
POC Email:		**Prior Payments:**	**$0.00**
POC Phone:		**Award Balance:**	**$0.00**

Expense Report

Category	Total Grant Budget	Previously Submitted	Current (Amount Due)	Total Expenditures	Balance	Comments
Salaries/Wages				$0.00	$0.00	
Employee Benefits & Payroll Taxes				$0.00	$0.00	
Professional or Contract Fees				$0.00	$0.00	
Supplies				$0.00	$0.00	
Printing and Publications				$0.00	$0.00	
Fuel				$0.00	$0.00	
Rent/Building Maintenance				$0.00	$0.00	
Utilities				$0.00	$0.00	
Insurance				$0.00	$0.00	
Travel, Conferences, & Meetings				$0.00	$0.00	
Vehicle Maintenance				$0.00	$0.00	
Equipment				$0.00	$0.00	
Other (List Below)						
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	

I certify to the best of my knowledge that the above is correct and that all expenditures were made in accordance with the grant agreement or MOU and that payment due has not been previously made.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT OF KNOX COUNTY FUNDS FOR
FIRE/RESCUE EMERGENCY SERVICES

This Memorandum of Understanding is made and entered at Knoxville, Tennessee on the ___ day of _____, **2025**, by and between **Knox County**, hereinafter referred to as **"COUNTY"** and **Knox County Rescue**, 512 North Chilhowee Drive, Knoxville, Tennessee 37924, hereinafter referred to as **"AGENCY."**

WHEREAS, COUNTY desires to promote maximum utilization of fire/rescue emergency resources within Knox County.

WHEREAS, AGENCY is a designated 501(c)(3) with a stated mission of providing fire/rescue emergency services within COUNTY.

WHEREAS, AGENCY has equipment and personnel required to provide such services within their designated response area and is willing and able to render such services.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto hereby agree as follows:

A. SCOPE OF SERVICES

A1. AGENCY agrees to provide fire/rescue emergency services in accordance with Tennessee Firefighting Commission standards within their designated fire district as it appears on the attached map as "**Appendix A**," or at the request for mutual aid from a fire department of another fire district.

A2. AGENCY agrees to provide COUNTY a *Monthly Performance Measures Report,* attached to this Memorandum of Understanding as "**Appendix B**," by the 15th of the following month.

B. FUNDING

B1. COUNTY shall provide funding to enhance the operation of fire/rescue emergency services provided by the AGENCY on a reimbursement basis. Eligible expenses must be recorded during the period of July 1, 2025 through June 30, 2026. In no event shall the maximum liability of COUNTY under this Memorandum of Understanding exceed **Two Hundred Six Thousand Two Hundred Thirty-Six Dollars and Eighty Cents ($206,236.80).** AGENCY shall submit an invoice for payment and *Reimbursement Form,* attached to this Memorandum of Understanding as "**Appendix C**," on a quarterly basis by no later than October 15, 2025, January 15, 2026, April 15, 2026, and July 15, 2026. Documentation of expenses including invoices marked paid, receipts, purchase orders, timecards, and cancelled checks must be held in an official file at the office of AGENCY as proof that funds were expended only for services set forth under "Section A – Scope of Services."

C. TERMS AND CONDITIONS :

C1. This Memorandum of Understanding shall be effective upon signatures of COUNTY and AGENCY and will expire on June 30th, 2026 unless terminated in conformity with the terms set forth under "Section D – Termination."

C2. AGENCY agrees COUNTY or any of their authorized representatives shall have access to any books, documents, papers, and records of AGENCY that are related to services and funds set forth under "Section A – Scope of Services" and "Section B – Funding" for the purpose of making audit, examination, excerpts, and transcripts. AGENCY must provide the requested information and/or make the necessary modifications to the information presented to comply with COUNTY requirements and allow site visits by COUNTY representatives when requested. AGENCY must retain all records relevant to this Memorandum of Understanding for a period of at least six (6) years. Notwithstanding, AGENCY will comply with all disclosure requirements under state and federal laws.

C3. AGENCY agrees to render all services as an independent contractor and shall not be considered an officer, agent, or employee of COUNTY or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of COUNTY. However, AGENCY acknowledges that as a non-profit entity obtaining public funds that it is subject to the same public records disclosure requirements as is COUNTY.

C4. AGENCY agrees that the purchase of any equipment, materials, and services procured with funding provided under this Memorandum of Understanding will be made in accordance with the Procurement Code of Knox County. All vehicles, or any equipment with a purchase price of $25,000 or more, shall be owned by and titled to COUNTY. All repairs, maintenance, insurance, and replacement of items will be the responsibility of AGENCY.

D. TERMINATION

D1. If AGENCY shall fail to fulfill their obligations or violate any terms under this Memorandum of Understanding, COUNTY shall thereupon have the right to terminate this Memorandum of Understanding by giving thirty (30) calendar days written notice to AGENCY of such termination and specifying the effective date thereof and the reason therefore.

D2. At any time and without cause, either party shall have the right, in its sole discretion, to terminate this Memorandum of Understanding by giving sixty (60) days written notice to the other party.

KNOX COUNTY RESCUE

BY: _____ _____

Brian Townsend Date
Chief

KNOX COUNTY, TENNESSEE

BY: _____ _____

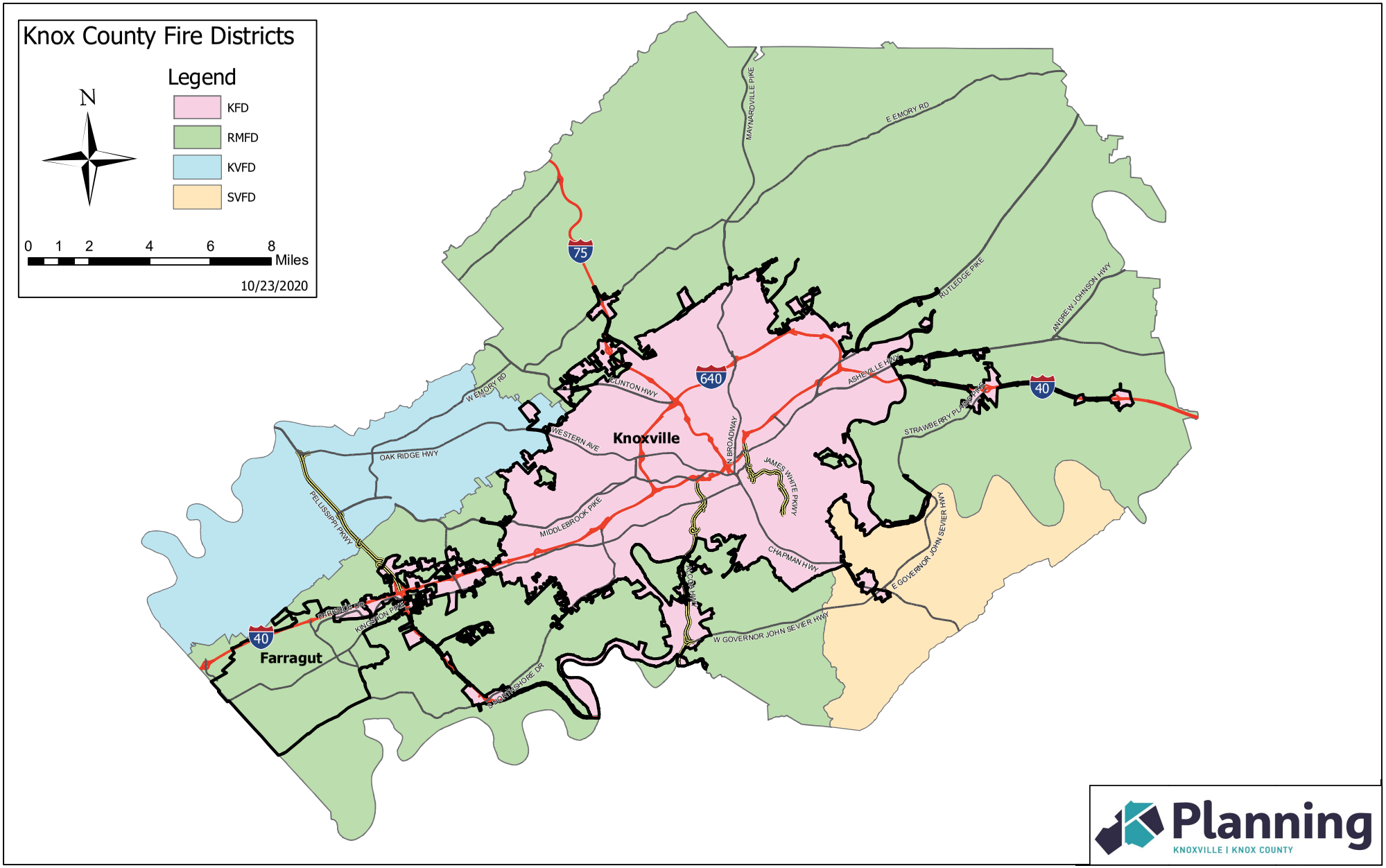
Glenn Jacobs Date
Knox County Mayor

APPROVED AS TO FORM:

BY: _____ _____

David Buuck Date
Knox County Law Director
Contract#: _____

Appendix A - Fire District Map



Appendix B - Monthly Performance Measures Report

Knox County Monthly Performance Measures Report

Agency:		**Agency Address:**		**Phone:**	
Agency Point of Contact:		**POC Title:**		**POC Email:**	

#	Performance Measure	Description of Performance Measure	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
1	Calls for Service	How many calls for service within Knox County did your agency receive from dispatch during this reporting month?													0
2	On-Scene Response	How many of the calls listed above resulted in an on-scene response by your agency?													0
3	Mutual Aid	How many automatic/mutual aid requests did your agency answer during this reporting month?													0
4	Training	How many total hours did your agency personnel spend in training during this reporting month?													0
5	Personnel - Volunteer	How many volunteer members were part of your agency during this reporting month? (Include admin and responders)													0
6	Personnel - Paid	How many people were employed by your agency during this reporting month? (Include admin and responders)													0
7	Personnel - Volunteer	How many volunteer firefighters/rescue technicians worked at least one shift for your agency during the reporting month? (Certified personnel in uniform at the station working a shift - on-call personnel would not be included here)													
8	Personnel - Paid	How many paid firefighters/rescue technicians worked at least one shift for your agency during the reporting month? (Certified personnel in uniform at the station working a shift - on-call personnel would not be included here)													
9	Availability	Report below the percentage of time stations serving Knox County were staffed and equipment available for response during the reporting month. (Certified personnel at the station with fire/rescue apparatus available for response)													
		Station 1 (Include Address Here)													
		Station 2 (Include Address Here)													
		Station 3 (Include Address Here)													
		Station 4 (Include Address Here)													

#	If needed, please provide additional information/clarification on performance measures below.

Appendix C - Reimbursement Form

Knox County Reimbursement Form

Agency:		**Total Grant/Contract Award:**	**$0.00**
Point of Contact:		**Amount of Current Request:**	**$0.00**
POC Email:		**Prior Payments:**	**$0.00**
POC Phone:		**Award Balance:**	**$0.00**

Expense Report

Category	Total Grant Budget	Previously Submitted	Current (Amount Due)	Total Expenditures	Balance	Comments
Salaries/Wages				$0.00	$0.00	
Employee Benefits & Payroll Taxes				$0.00	$0.00	
Professional or Contract Fees				$0.00	$0.00	
Supplies				$0.00	$0.00	
Printing and Publications				$0.00	$0.00	
Fuel				$0.00	$0.00	
Rent/Building Maintenance				$0.00	$0.00	
Utilities				$0.00	$0.00	
Insurance				$0.00	$0.00	
Travel, Conferences, & Meetings				$0.00	$0.00	
Vehicle Maintenance				$0.00	$0.00	
Equipment				$0.00	$0.00	
Other (List Below)						
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
				$0.00	$0.00	
Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	

I certify to the best of my knowledge that the above is correct and that all expenditures were made in accordance with the grant agreement or MOU and that payment due has not been previously made.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

RLA-17404 **R-25-6-503**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving ten (10) contracts with A-1 Certified Service, Inc.; Ballinger Construction Company; First Place Finish, Inc.; KWS, Inc.; Miller's Electric, LLC; Stanley Homes, LLC; Southeast Restoration Group of Georgia, Inc.; DPN Builders; Krug & Sons, Inc.; and Conrad Contracting for contractor services in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development (HUD) and U.S. Department of Energy).
(Community Development)

Attachments

Resolution

A-1 Certified Service

Ballinger Construction Company

Conrad Contracting

DPN Builders

First Place Finish, Inc.

Krug & Sons, Inc.

KWS, Inc.

Miller's Electric, LLC

Southeast Restoration Group of Georgia, Inc.

Stanley Homes, LLC

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING TEN (10) CONTRACTS WITH A-1 CERTIFIED SERVICE, INC.; BALLINGER CONSTRUCTION COMPANY; FIRST PLACE FINISH, INC.; KWS, INC.; MILLER'S ELECTRIC, LLC; STANLEY HOMES, LLC; SOUTHEAST RESTORATION GROUP OF GEORGIA, INC.; DPN BUILDERS; KRUG & SONS, INC.; AND CONRAD CONTRACTING FOR CONTRACTOR SERVICES IN THE KNOX COUNTY HOME REHABILITATION (KCHR) PROGRAM. (FEDERALLY FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND U.S. DEPARTMENT OF ENERGY).

RESOLUTION: **R-25-6-503**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide home rehabilitation services for the Knox County Home Rehabilitation Program; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that with A-1 Certified Service, Inc., Ballinger Construction Company, First Place Finish, Inc., KWS, Inc., Miller's Electric, LLC, Stanley Homes, LLC, Southeast Restoration Group of Georgia, Inc., DPN Builders, Krug & Sons, Inc., and Conrad Contracting submitted the bids that are most responsible and responsive and best conform to the specifications and needs of Knox County; and

WHEREAS, the proposed contracts with A-1 Certified Service, Inc., Ballinger Construction Company, First Place Finish, Inc., KWS, Inc., Miller's Electric, LLC, Stanley Homes, LLC, Southeast Restoration Group of Georgia, Inc., DPN Builders, Krug & Sons, Inc., and Conrad Contracting are effective for a one (1) year term beginning on July 1, 2025 and ending on June 30, 2026; and

WHEREAS, A-1 Certified Service, Inc., Ballinger Construction Company, First Place Finish, Inc., KWS, Inc., Miller's Electric, LLC, Stanley Homes, LLC, Southeast Restoration Group of Georgia, Inc., DPN Builders, Krug & Sons, Inc., and Conrad Contracting have the necessary qualifications to perform the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with A-1 Certified Service, Inc., Ballinger Construction Company, First Place Finish, Inc., KWS, Inc., Miller's Electric, LLC, Stanley Homes, LLC, Southeast Restoration Group of Georgia, Inc., DPN Builders, Krug & Sons, Inc., and Conrad Contracting for the provision of home rehabilitation services for the Knox County Home Rehabilitation Program are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with A-1 Certified Service, Inc., Ballinger Construction Company, First Place Finish, Inc., KWS, Inc., Miller's Electric, LLC, Stanley Homes, LLC, Southeast Restoration Group of Georgia, Inc., DPN Builders, Krug & Sons, Inc., and Conrad Contracting for the provision of home rehabilitation services for the Knox County Home Rehabilitation shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

Knox County Government

and

A-1 Certified Service, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and A-1 Certified Service, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

A-1 Certified Service, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 **Vendor Name** A-1 Certified Service, Inc

5.2 **Knox County Vendor Number** _____

5.3 **Vendor Address** 2511 Byington Solway Rd

City Knoxville **State** TN **Zip** 37931

5.4 **Contact Person** Michele Thomas

5.5 **Telephone Number** 865-691-5088

5.6 **E-Mail Address** sales@a1csi.com

5.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in BLUE ink)

5.8 **Knox County Business License Number** 1001041838
(If Applicable) Attach a Copy of the License

5.9 **I acknowledge the receipt of: (Please write "Yes" if you received one)**

ADDENDA 1 _____ **ADDENDA 2** _____ **ADDENDA 3** _____ **ADDENDA 4** _____

5.10 **Do you accept the terms and conditions of the bid?** (YES) NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5?** (YES) NO

5.12 **Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16?** (YES) NO

5.13 **Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17?** (YES) NO

5.14 **Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5?** (YES) NO

5.15 **Did you include a Certificate of Insurance as detailed in Section 4.6?** (YES) NO

5.16 **Did you include a copy of your License as detailed in Section 4.8?** (YES) NO

5.17 **Type of License(s):** State of Tennessee Contractor

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** **YES** **NO**

5.19 **SAM.GOV Unique Entity ID:** ZXPBR5GT7JJ5

5.20 **Did you complete and include the pricing in Section VI?** **YES** **NO**

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder A-1 Certified Service, Inc

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	25%
Laborer	Hourly	$200.00
Skilled Trade – Carpenter	Hourly	$200.00
Skilled Trade - Electrician	Hourly	$300.00
Skilled Trade – Plumber	Hourly	$300.00
Skilled Trade – HVAC Technician	Hourly	$300.00
Painter	Hourly	
Assistant/Apprentice	Hourly	$150.00
Crew Lead	Hourly	$250.00
Supervisor	Hourly	$225.00
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE

(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 24

Gross sales in 2024 in Tennessee: $ $2,000,000.00

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

Administrative 3

Labor 7

Anticipated Subcontractors:

None

Major Equipment Owned:

Insulation machine

Number of Service Trucks/Type:

Installations Trucks 3

Service Trucks 3

Business Reference Name: TVA Home Uplift

Business Reference Phone: 865-399-2427

Business Reference Email: william.lewis1@clearesult.com

***Contractor MUST complete this page and attach it to their bid response.**

DEPARTMENT OF
COMMERCE AND INSURANCE

A-1 CERTIFIED SERVICE, INC.

398737

ID NUMBER: 30987
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

A-1 CERTIFIED SERVICE, INC.
2511 BYINGTON SOLWAY RD.
KNOXVILLE, TN 37931

State of Tennessee

398737 13321123

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
A-1 CERTIFIED SERVICE, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 30987
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2025
$75,000.00; BC-A/r $70,000.00; CMC-C

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Michele Thomas, President or other Principal

Officer of A-1 Certified Service swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: A-1 Certified Service, Inc
Name of Company

DIANA FUSARO
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

STATE OF TENNESSEE }
COUNTY OF Knox }

Subscribed and sworn before me by Michele Thomas,

President or Principal Officer of Michele Thomas, A-1 Certified Services.

On this 16th day of April 2025.

Notary Public

My Commission expires: Jan. 23, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: kelley Stoner	
Bailey Insurance Service 9219 Middlebrook Pike PO Box 50186 Knoxville TN 37950	PHONE (A/C, No, Ext): 865-691-9111	FAX (A/C, No): (865)539-6815
	E-MAIL ADDRESS: kstoner@baileyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ERIE INS EXCH	26271
INSURED A-1 Certified Service Inc. 2511 Byington Solway Knoxville TN 37931	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			Q61-0313306	08/18/2024	08/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			Q08-1840049	08/18/2024	08/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ 1000000 $ 1000000 $ 1000000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			Q32-1870339	08/18/2024	08/18/2025	EACH OCCURRENCE AGGREGATE	$ 1000000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured: A-1 Certified Service Air Conditioning & Heating
For Bid # 3446

CERTIFICATE HOLDER

Knox County Community Action Committee
1000 N Central Ave
Ste 100
Knoxville TN 37917

Fax: Email:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Knox County Government

and

Ballinger Construction Company

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Ballinger Construction Company, hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Ballinger Construction Company

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

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9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

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14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

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23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 **Vendor Name** Ballinger Construction Company

5.2 **Knox County Vendor Number** 85811

5.3 **Vendor Address** 867 E HWY 11E

City Jefferson City **State** TN **Zip** 37760

5.4 **Contact Person** Tyler McAvoy

5.5 **Telephone Number** 865-262-0258

5.6 **E-Mail Address** tyler@ballingerpro.com

5.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in BLUE ink)

5.8 **Knox County Business License Number** 0420166
(If Applicable) Attach a Copy of the License

5.9 **I acknowledge the receipt of: (Please write "Yes" if you received one)**

ADDENDA 1 Yes **ADDENDA 2** _____ **ADDENDA 3** _____ **ADDENDA 4** _____

5.10 **Do you accept the terms and conditions of the bid?** (YES) NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5?** (YES) NO

5.12 **Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16?** (YES) NO

5.13 **Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17?** (YES) NO

5.14 **Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5?** (YES) NO

5.15 **Did you include a Certificate of Insurance as detailed in Section 4.6?** (YES) NO

5.16 **Did you include a copy of your License as detailed in Section 4.8?** (YES) NO

5.17 **Type of License(s):** BC-A; BC-B; CE; MU

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** (YES) NO

5.19 **SAM.GOV Unique Entity ID:** DVMADXC3LK15

5.20 **Did you complete and include the pricing in Section VI?** (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** (YES) NO

5.19 **SAM.GOV Unique Entity ID:** DVMADXC3LK15

5.20 **Did you complete and include the pricing in Section VI?** (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder Ballinger Construction Co.

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	**$105.00**
Laborer	Hourly	**$52.50**
Skilled Trade – Carpenter	Hourly	**$65.50**
Skilled Trade - Electrician	Hourly	**$92.75**
Skilled Trade – Plumber	Hourly	**$110.50**
Skilled Trade – HVAC Technician	Hourly	**$92.75**
Painter	Hourly	**$52.50**
Assistant/Apprentice	Hourly	**$39.25**
Crew Lead	Hourly	**$72.00**
Supervisor	Hourly	**$78.75**
Other **Senior Electrician**	Hourly	**$108.25**
Other **Senior HVAC Technician**	Hourly	**$108.25**
Other **Electrician's Assistant**	Hourly	**$77.25**
Other **Roofer**	Hourly	**$59.00**

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Brian K. Ballinger, President or other Principal

Officer of Ballinger Construction Co., swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Brian K. Ballinger
President or Principal Officer

For: Ballinger Construction Co.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Jefferson}

Subscribed and sworn before me by Brian K. Ballinger,

President or Principal Officer of Ballinger Construction Co.,

On this 15th day of April 2025.

Bryson McAvoy
Notary Public

My Commission expires: October 19, 2027

BRYSON McAVOY
STATE OF TENNESSEE NOTARY PUBLIC
JEFFERSON COUNTY
My Commission Expires October 19, 2027

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 36

Gross sales in 2024 in Tennessee: $ 3,000,000

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

See Attached Capabilities Statement

Anticipated Subcontractors:

Ballinger Construction Does Not Intend to Use Subcontractors for this Contract.

See Attached Capabilities Statement

Major Equipment Owned:

See Attached Capabilities Statement

Number of Service Trucks/Type:

See Attached Capabilities Statement

Business Reference Name: See Attached Client References

Business Reference Phone: _____

Business Reference Email: _____

*Contractor MUST complete this page and attach it to their bid response.

Ballinger Construction Company

867 East Hwy 11E ▪ Jefferson City, Tennessee 37760 ▪ 865-262-0258 ▪ www.Ballinger-Construction.com

Capabilities Statement

Introduction

Founded in 1989, Ballinger Construction Company (BCC) is a family-owned and operated small business which has been serving customers in our community, state and throughout the southeast for 36 years. BCC is a licensed commercial and residential builder and electrical and mechanical contractor. We provide new construction, roofing, remodeling, renovation, electrical and mechanical services to residential, commercial and government customers.

Our years of experience have allowed us to master the services we offer and how we deliver those services. By providing exemplary service, our goal is to foster relationships with our customers that ensure repeat business. We intend to highlight our capabilities, resources, and previous experience.

Ballinger Construction Co. is a TAMKO PRO Certified Contractor and a member of the National Roofing Contractors Association. BCC is an SBA certified Small Business and is registered with the Tennessee Governor's Office of Diversity Business Enterprise.

Personnel Breakdown

Labor		
Category	**Quantity**	**Skill Level**
Carpenter / Roofer I	4	Intermediate
Capenter / Roofer II	5	High
Electrician / HVAC Technician	3	High
Electrical / HVAC Assistant	2	Intermediate
Laborer	3	Unskilled
Plumber	1	High
Roofer	5	Intermediate

Management/Admin Staff		
Category	**Quantity**	**Skill Level**
Site Superintendent	2	N/A
Project Manager	2	N/A
Administrative	1	N/A
Executive	2	N/A

Equipment

Type	Quantity
Work Truck	8
Dump / Flatbed Truck	3
Work Van	1
Boom Lift	1
Skid Steer	1
20' Enclosed Trailer	2
16' Dump Trailer	1
26' Gooseneck Trailer	1
16' Utility Trailer	2
Tools Inventory	Valued at $50,000

Facilities

Type	Quantity
Enclosed Storage	2,260 sq ft
Open Storage	4,000 sq ft
Office	1,000 sq ft

Materials

To enable the acquisition of required materials, Ballinger Construction Co. has credit accounts in good standing with the following vendors:

Vendor Name	Address
ABC Supply Company	2515 Frontier Way, Morristown, TN 37814
Alside Supply Company	10533 Murdock Drive Knoxville, TN 37932
Beacon	540 W Baxter Avenue Knoxville, TN 37921
Blanc & West Lumber Co.	702 W Cherokee Dr. Jefferson City, TN 37760
Customer Service Electric Supply	1612 N 6th Ave, Knoxville, TN 37917
Gray Hodges	103 Jessamine Street Knoxville, TN 37917
Home Depot	1930 W Andrew Johnson Hwy, Morristown, TN 37814
Lansing Building Products	5952 Commerce Blvd, Morristown, TN 37814
LL Flooring	504 Carden Jennings Ln, Knoxville, TN 37932
Lowes	638 E Broadway Blvd, Jefferson City, TN 37760
Oakes Home Supply	1061 S Cumberland St, Morristown, TN 37813
United Refrigeration	195 Bowman Street Morristown, TN 37813
USA Electric Supply	1817 Short Ave Jefferson City, TN 37760
Virginia Electric Supply	1234 Industrial Park Road Duffield, VA 24244

Insurance

Type	Policy No.	Exp. Date	Limits
Workers Compensation	6JUB-0W57438-6-24	07/20/2025	$500,000
Commercial General Liability	GLO-107164	07/06/2025	$1mil Occ / $2mil Agg
Comprehensive Automobile Liability	02342178	07/12/2025	$1 million
Umbrella Liability	AN1318341	07/06/2025	$1 million

Subcontractors

BCC self-performs approximately 80% of all work completed annually. When a subcontractor is required for the completion of a contract, our policy is as follows:

As a Prime Contractor, BCC is directly responsible for the performance of our subcontractors. We require our subcontractors to comply with all applicable requirements as stated in the primary contract (insurance, wage rates, safety). Prior to project commencement, BCC requires all subcontractors to submit project-specific safety and management plans. Our years in business have allowed us to develop a network of dependable subcontractors with whom we have well established relationships.

Financial Viability

Nationwide Mutual Insurance Company provides BCC's bonding support; BCC is capable of bonding to at least $3,000,000 per single construction project (see attached surety reference).

BCC's accounting practices are performed in accordance with GAAP guidelines and FAR cost accounting standards. BCC utilizes QuickBooks Pro software for bookkeeping and financial reporting. Financial statements are prepared internally on a quarterly basis and reviewed annually by Duane Cline, CPA, at fiscal year-end.

Bank References

Vicki Fowler, First Bank
Phone: 865-475-6056
Email: VFowler@firstbankonline.com

Nick Trouy, US Bank
Phone: 615-870-2689
Email: nicholas.trouy@usbank.com

Credit References:

Blanc & West Lumber Co.
702 W Cherokee Dr. Jefferson City, TN 37760 Contact Name: Danny Dalton
Phone: 865-475-2045
Email: blancandwest@hotmail.com

Gray-Hodges Corporation
103 Jessamine Street Knoxville, TN 37917 Contact Name: Selena Colburn
Phone: 865-522-3113
Email: accounting@grayhodes.net

Lansing Building Products
5952 Commerce Blvd, Morristown, TN 37814
Contact Name: Rebecca Clute Phone: 423-587-3333
Email: Rebecca.clute@lansingbp.com

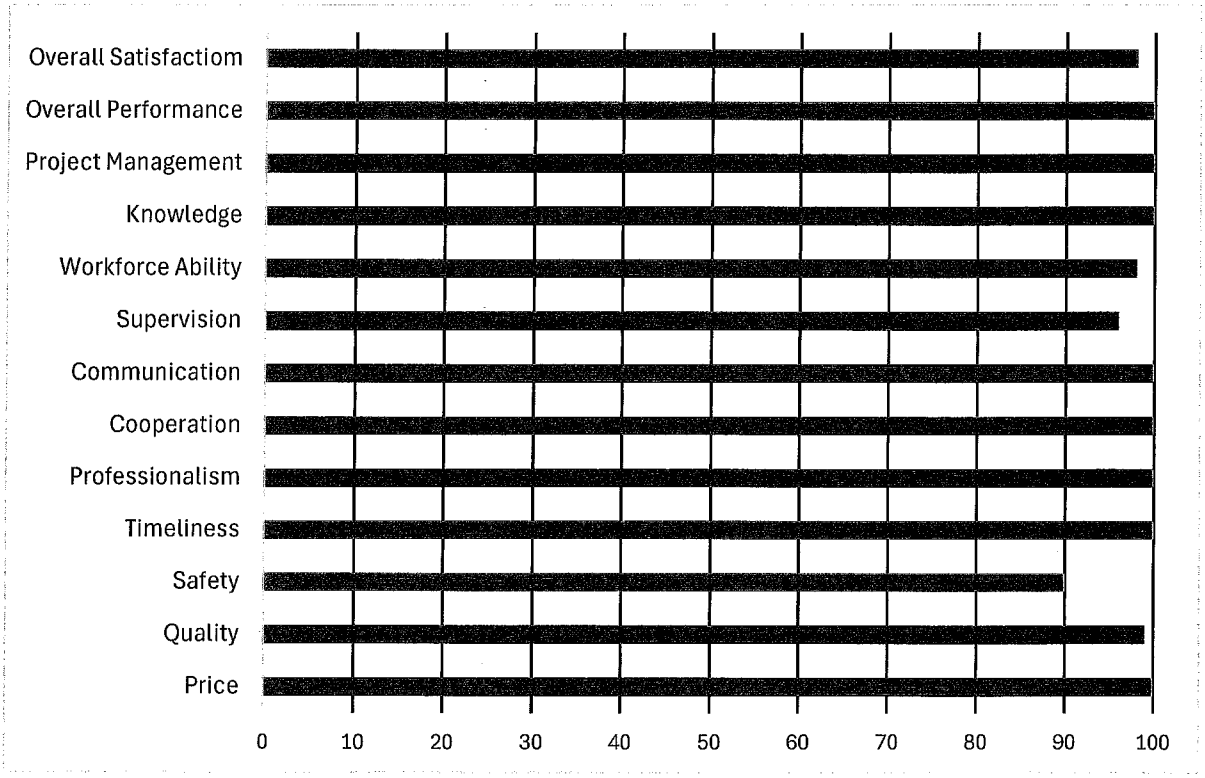
Client References

Performance and Satisfaction Survey Index:
All clients listed in the table below have completed a Performance and Satisfaction Survey for their corresponding project. The results have been compiled into the Customer Score Report.

No.	Client	Amount	Start Date	Compl. Date	Contact Name	Contact Info
1	Greeneville Housing Auth.	$608,315	9/6/22	9/5/23	Rex Orick	865-567-8424 rex@cauthenandassoc.com
2	Elizabethton Housing & Development Ag.	$266,490	6/5/23	8/25/23	Robert Reedy	423-543-4781 robertreedy@reedyandsykes.com
3	Morristown Housing Authority (now TVHS)	$286,200	10/3/22	4/14/23	Jeff Green	423-586-5115 Ext. 8004 jgreen@tvhstn.org
4	TDEC – Big Ridge State Park	$184,000	8/28/23	11/8/23	Chad Young	865-606-1551 chad.young@tn.gov
5	Carson Newman University	$207,768	4/13/23	7/17/23	Ondes Webster	865-471-3354, owebster@cn.edu
6	Kingsport Housing & Redevelopment Auth.	$282,343	9/25/23	2/16/24	Michael Houle	865-342-7505 mhoule@tac-45.com
7	Rockwood Housing Authority	$192,000	1/22/24	6/6/24	Dustin Mayton	865-466-4535 maintenance@rockwoodhousing.org

1. **Greeneville Housing Auth. Scope:**
   Gutter, soffit, and fascia repair on approximately 60 dwelling units; installation of standing-seam metal and metal shingle roofs on the main office and Rec. buildings; bathroom renovations including plumbing and fixtures for 16 units; sidewalk removal and replacement; waterline installation; tree and stump removal.
2. **Elizabethton Housing & Development Agency Scope:**
   Removal of existing roofs, installing new asphalt shingle roofs on 17 apartment buildings, and installing a new EPDM roofing system and HVAC unit on the community building.
3. **Morristown Housing Authority (TVHS) Scope:**
   Remove existing roofs, replace sheathing as needed, install new shingle roofs for 11 apartment buildings. Remove existing and install new door frames, doors, and hardware. Construct new bedroom walls. Repair / paint siding as needed.
4. **Tennessee Department of Environment & Conservation:**
   Remove existing roofs and install shingle roofing systems, perform exterior repairs, and painting for 4 buildings.
5. **Carson Newman University Scope:**
   Installation of new roof systems on administrative, classroom, and athletic facilities totaling approximately 14,000 sq. ft. of roof area. Asphalt shingle roof systems were installed over steep-slope roof portions and PVC membrane roof systems were installed over low-slope portions.
6. **Kingsport Housing & Redevelopment Authority Scope:**
   Renovation and repair of two KHRA owned houses: Installation of new asphalt shingle roofs, gutters, vinyl siding, windows, doors, flooring, HVAC system and ductwork, insulation, lighting fixtures, kitchen cabinets and countertops, and bathroom renovation including new plumbing and fixtures.
7. **Rockwood Housing Authority Scope:**
   Installation of hard-wired smoke detectors and combination smoke and carbon monoxide detectors with battery backup in 128 dwelling units. The work required the forming and running of conduit and the cutting and patching of drywall.

Customer Score Report



CATEGORY	SCORE
Price	100
Quality	99
Safety	90
Timeliness	100
Professionalism	100
Cooperation	100
Communication	100
Supervision	96
Workforce Ability	98
Knowledge	100
Project Management	100
Overall Performance	100
Overall Satisfaction	98
Aggregate Score	98.5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (865)397-3421
H. B. Jarnagin & Co., Inc.
Robert D. Jarnagin Agent
PO Box 39
141 E. Main St.
Dandridge, TN 37725

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty Insurance Co.	44520
INSURER B: Travelers Property Casualty Co.	36161
INSURER C: Progressive Hawaii Insurance Co.	10067
INSURER D: Nautilus Insurance Co.	17370
INSURER E:	
INSURER F:	

INSURED
Brian K. Ballinger DBA: Ballinger Construction
867 E. Hwy. 11E
Jefferson City, TN 37760

COVERAGES **CERTIFICATE NUMBER:** 01 **REVISION NUMBER:** 01

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC		Y	GLO-107164	07/06/24	07/06/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		Y	02342178	07/12/24	07/12/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			AN1318341	07/06/24	07/06/25	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6JUB-0W57438-6-24	07/20/24	07/20/25	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Contractor.
Brian Ballinger is excluded on Workers Compensation.

CERTIFICATE HOLDER
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville TN 37917

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert D. Jarnagin

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STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

BALLINGER CONSTRUCTION

420884

ID NUMBER: 72840
LIC STATUS: ACTIVE
EXPIRATION DATE: December 31, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:BRIAN BALLINGER
BALLINGER CONSTRUCTION
867 EAST HIGHWAY 11 E
JEFFERSON CITY, TN 37760

State of Tennessee

420884

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
BALLINGER CONSTRUCTION

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 72840
LIC STATUS: ACTIVE
EXPIRATION DATE: December 31, 2026
3,000,000; BC-A; BC-B; BC-b(sm); CE; MU-A; MU-C; MU-D

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

SHERRY WITT
KNOX COUNTY CLERK

P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0421066

STANDARD BUSINESS TAX LICENSE

Mailing	Location
144047 BALLINGER CONSTRUCTION COMPANY	BALLINGER CONSTRUCTION COMPANY
867 E HIGHWAY 11 E JEFFERSON CITY, TN 37760	867 E HIGHWAY 11 E JEFFERSON CITY, TN 37760

BRIAN K BALLINGER

LOCAL ACCOUNT NUMBER	144047
STATE ACCOUNT NUMBER	1001763366
TRANSACTION NUMBER	
CLASS	04
SALES TAX NUMBER	

ISSUE DATE	06/28/24
TAX PERIOD	start - 08/01/2024
PAYMENT DUE BY	4/15/2025
EXPIRATION DATE	5/15/2025

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

DEPUTY CLERK SIGNATURE JAYW WK182 Drawer:182 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

DETACH THIS PORTION FOR CONFIDENTIAL FILE

SHERRY WITT, KNOX COUNTY CLERK

LICENSE
0421066

STANDARD BUSINESS TAX LICENSE

Total Due: 17.43
Cash: Check: Check No.: Credit Card: 17.43 Auth# 90821Q Change:
JAYW WK182 Drawer: 182 Site: 1
Work Date: 06/28/2024

Knox County Government

and

Conrad Contracting

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Conrad Contracting, hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Conrad Contracting

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

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24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 **Vendor Name** CONRAD GOVINDER DBA CONRAD CONTRACTING.

5.2 **Knox County Vendor Number** 76177

5.3 **Vendor Address** 2923 MARTIN LUTHER KING JR AVE

City KNOXVILLE **State** TN **Zip** 37914

5.4 **Contact Person** CONRAD GOVINDER.

5.5 **Telephone Number** 865 384 2929

5.6 **E-Mail Address** cdgovinder@gmail.com.

5.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign In BLUE ink)

5.8 **Knox County Business License Number** _____
(If Applicable) Attach a Copy of the License

5.9 **I acknowledge the receipt of: (Please write "Yes" if you received one)**

ADDENDA 1 ✓ **ADDENDA 2** _____ **ADDENDA 3** _____ **ADDENDA 4** _____

5.10 **Do you accept the terms and conditions of the bid?** **YES** ✓ **NO** **YES WITH EXCEPTION**

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5?** **YES** ✓ **NO**

5.12 **Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16?** **YES** ✓ **NO**

5.13 **Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17?** **YES** ✓ **NO**

5.14 **Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5?** **YES** ✓ **NO**

5.15 **Did you include a Certificate of Insurance as detailed in Section 4.6?** **YES** ✓ **NO**

5.16 **Did you include a copy of your License as detailed in Section 4.8?** **YES** ✓ **NO**

5.17 **Type of License(s):** General Contractor

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** YES ✓ NO

5.19 **SAM.GOV Unique Entity ID:** GC72DLVHNVE3.

5.20 **Did you complete and include the pricing in Section VI?** YES ✓ NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder CONRAD CONTRACTING

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	0
Laborer	Hourly	$17
Skilled Trade – Carpenter	Hourly	$25
Skilled Trade - Electrician	Hourly	$30
Skilled Trade – Plumber	Hourly	$30
Skilled Trade – HVAC Technician	Hourly	$30
Painter	Hourly	$22
Assistant/Apprentice	Hourly	$17
Crew Lead	Hourly	$25
Supervisor	Hourly	$30
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 20 yrs.

Gross sales in 2024 in Tennessee: $ 100 000.00.

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

No Employees.

Anticipated Subcontractors:

Electrical Hvac

Major Equipment Owned:

Work Truck, Shop tools, Power Tools.

Number of Service Trucks/Type:

1 Dodge Ram 1500.

Business Reference Name: Kortni Kook.

Business Reference Phone: 865 215 2343

Business Reference Email: KCook@knoxville.gov

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Conrad Govinder, President or other Principal

Officer of Conrad Contracting, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Conrad Contracting
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

Notary Public

My Commission expires: _____

CONRCON-01 APRIL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Insurance Group, LLC 11304 Station West Drive Knoxville, TN 37934	PHONE (A/C, No, Ext): (865) 670-0911	FAX (A/C, No): (865) 670-0877
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
INSURED	INSURER B :	
Conrad Contracting 2923 Martin Luther King Jr Ave Knoxville, TN 37914	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			BKS59254651	10/18/2024	10/18/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured on General Liability and Blanket Waiver of Subrogation. General Liability policy is also Primary Non Contributory

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chad Tunis

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State of Tennessee

13767362

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

CONRAD GOVINDER DBA CONRAD CONTRACTING

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 56541
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2026
$400,000.00; BC-A; BC-B; CMC-A

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Knox County Government

and

DPN Builders

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and DPN Builders, hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

DPN Builders

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

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4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

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7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

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9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

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    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 **Vendor Name** DPN Builders

5.2 **Knox County Vendor Number** 76176

5.3 **Vendor Address** 518 Merritt rd.

City Washburn **State** TN. **Zip** 37888

5.4 **Contact Person** David Nicley

5.5 **Telephone Number** 865-659-2577

5.6 **E-Mail Address** dpnbuilders@gmail.com

5.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature David Nicley
(Sign in BLUE ink)

5.8 **Knox County Business License Number** Grainger County 000 39160
(If Applicable) Attach a Copy of the License

5.9 **I acknowledge the receipt of: (Please write "Yes" if you received one)**

ADDENDA 1 yes **ADDENDA 2** ____ **ADDENDA 3** ____ **ADDENDA 4** ____

5.10 **Do you accept the terms and conditions of the bid?** (YES) **NO** **YES WITH EXCEPTION**

If you do not fully accept the terms and conditions, please note the exceptions below:

5.11 **Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5?** (YES) NO

5.12 **Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16?** (YES) NO

5.13 **Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17?** (YES) NO

5.14 **Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5?** (YES) NO

5.15 **Did you include a Certificate of Insurance as detailed in Section 4.6?** (YES) NO

5.16 **Did you include a copy of your License as detailed in Section 4.8?** (YES) NO

5.17 **Type of License(s):** General License Contractor State of Tn.

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** (YES) NO

5.19 **SAM.GOV Unique Entity ID:** KPEGN5G4GVG8

5.20 **Did you complete and include the pricing in Section VI?** (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder DPN builders

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	
Laborer	Hourly	50.00
Skilled Trade – Carpenter	Hourly	70.00
Skilled Trade - Electrician	Hourly	120.00
Skilled Trade – Plumber	Hourly	120.00
Skilled Trade – HVAC Technician	Hourly	120.00
Painter	Hourly	50.00
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	50.00
Supervisor	Hourly	60.00
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 21 years

Gross sales in 2024 in Tennessee: $ $500,000.00

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

0 use sub Contractors

Anticipated Subcontractors:

Plumbing, Mechanical, electrical, roofers Painters, carpenters, Genneral Labors

Major Equipment Owned:

dump truck, Flat bed trucks

Number of Service Trucks/Type:

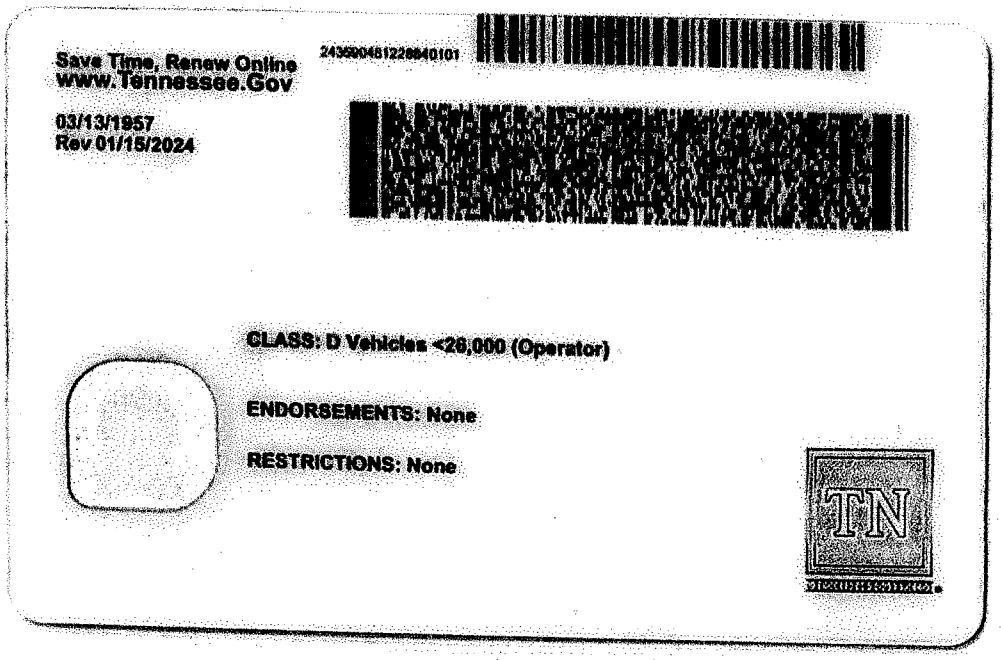
[redacted] 0

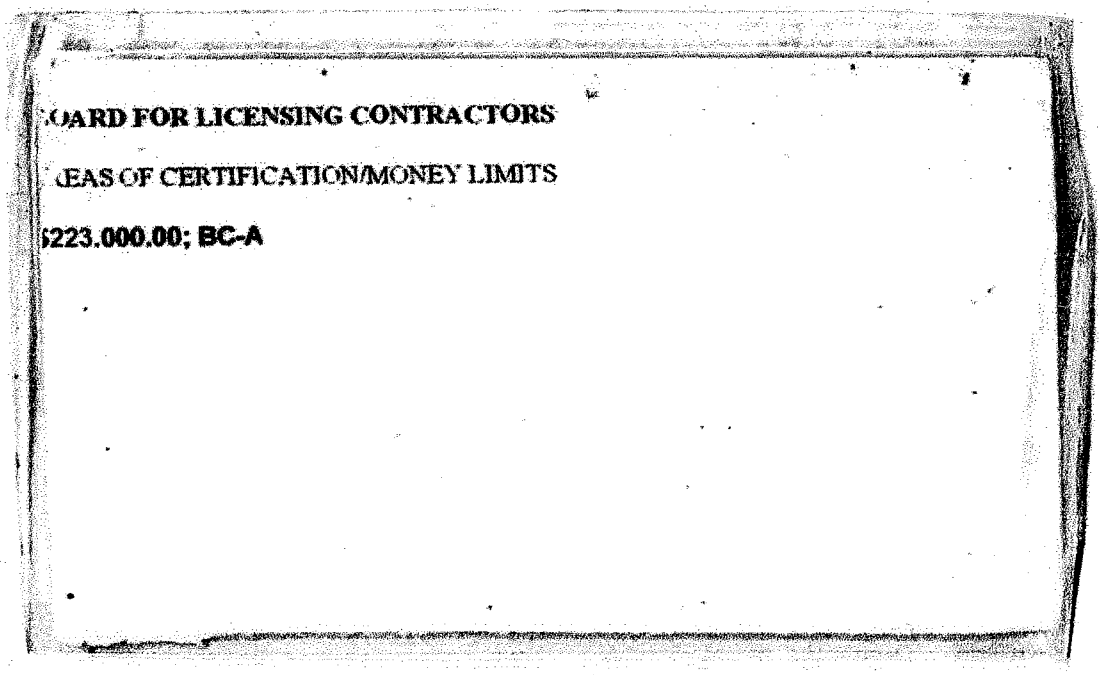
Business Reference Name: DPN Builders

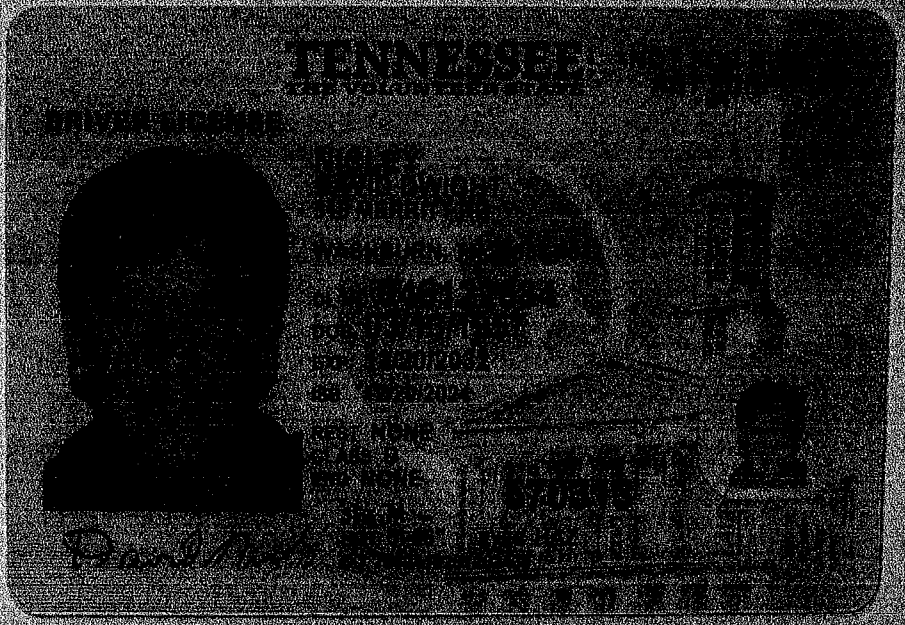
Business Reference Phone: 865-659-2577

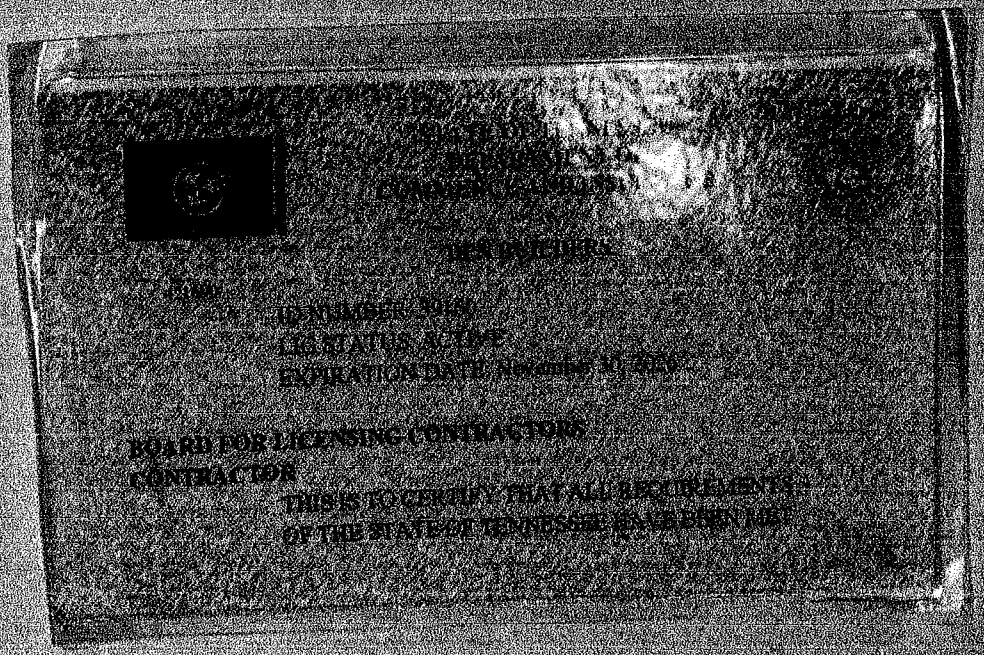
Business Reference Email: dpn builders1@gmail.com

*Contractor MUST complete this page and attach it to their bid response.


Save Time, Renew Online
www.Tennessee.Gov
2435904812288401O1
03/13/1957
Rev 01/15/2024
CLASS: D Vehicles <26,000 (Operator)
ENDORSEMENTS: None
RESTRICTIONS: None
TN


OARD FOR LICENSING CONTRACTORS
EAS OF CERTIFICATION/MONEY LIMITS
223.000.00; BC-A


TENNESSEE


ID NUMBER 30183
LIC STATUS ACTIVE
EXPIRATION DATE November 30, 2024
BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, David Nicley, President or other Principal

Officer of DPN Builders, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

David Nicley
President or Principal Officer

For: DPN Builders
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by David Nicley,

President or Principal Officer of DPN Builders,

On this 16th day of April, 2025.

Notary Public

PORTIA STAR TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My Commission expires: 7-29-2028

DAVINIC-01 RICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Insurance Group, LLC 11304 Station West Drive Knoxville, TN 37934	PHONE (A/C, No, Ext): (865) 670-0911	FAX (A/C, No): (865) 670-0877
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Specialty Insurance Company	31295
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

DPN Builders
518 Merritt Road
Washburn, TN 37888

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			CGL 0073837 30	3/15/2025	3/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Knox County, Tennessee
1000 North Central Street
Suite 100
Knoxville, TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DAVINIC-01 RICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2025

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PRODUCER The Insurance Group, LLC 11304 Station West Drive Knoxville, TN 37934	CONTACT NAME: PHONE (A/C, No, Ext): (865) 670-0911 FAX (A/C, No): (865) 670-0877 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Specialty Insurance Company	31295
INSURED DPN Builders 518 Merritt Road Washburn, TN 37888	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Tennessee, Board for Licensing Contractors
500 James Robertson Pkwy.
Nashville, TN 37243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DAVINIC-01 RICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2025

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	INSURER A : Berkley Specialty Insurance Company — 31295
INSURED DPN Builders 518 Merritt Road Washburn, TN 37888	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Knox County Government

and

First Place Finish, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and First Place Finish, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

First Place Finish, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

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24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name First Place Finish, Inc.

5.2 Knox County Vendor Number 71008

5.3 Vendor Address 142 Midway Lane

City Oak Ridge State TN Zip 37830

5.4 Contact Person Laurel Patrick

5.5 Telephone Number 865-705-1300

5.6 E-Mail Address lpatrick@firstplacefinish.us

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature Laurel Patrick, CEO
(Sign in BLUE ink)

5.8 Knox County Business License Number Anderson County 100106803
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 Yes ADDENDA 2 ____ ADDENDA 3 ____ ADDENDA 4 ____

5.10 Do you accept the terms and conditions of the bid? (YES) NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

N/A

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? (YES) NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? (YES) NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? (YES) NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? (YES) NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? LP revised Ad #1 4/9/25 (YES) NO

5.16 Did you include a copy of your License as detailed in Section 4.8? (YES) NO

5.17 Type of License(s): BC, CE, CMC

5.18 Did you complete registration with SAM.GOV per Section 4.10? (YES) NO

5.19 SAM.GOV Unique Entity ID: F2JPWNKYHAN9

5.20 Did you complete and include the pricing in Section VI? (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder First Place Finish, Inc.

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	$250.00
Laborer	Hourly	$41.00
Skilled Trade – Carpenter	Hourly	$68.00
Skilled Trade - Electrician	Hourly	$78.00
Skilled Trade – Plumber	Hourly	$69.00
Skilled Trade – HVAC Technician	Hourly	$78.00
Painter	Hourly	$55.00
Assistant/Apprentice	Hourly	$49.00
Crew Lead	Hourly	$71.00
Supervisor	Hourly	$71.00
Other _____	Hourly	N/A
Other _____	Hourly	N/A
Other _____	Hourly	N/A
Other _____	Hourly	N/A

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Laurel Patrick, President or other Principal

Officer of First Place Finish, Inc., swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: First Place Finish, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Anderson }

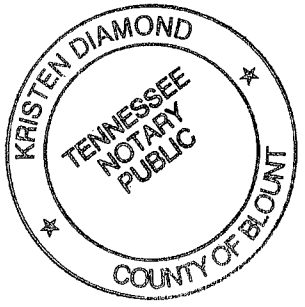
Subscribed and sworn before me by Kristen Diamond,

President or Principal Officer of Pinnacle,

On this 26 day of March 2025.

Kristen Diamond
Notary Public

My Commission expires: 9/26/2026



ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 19

Gross sales in 2024 in Tennessee: $ 1.9 Million

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

Administrative = 3 (Proj. Mgr, Accounting, Admin Ast)
Laborers = 5
Licensed Craftsman = 6
Journeyman = 2

Anticipated Subcontractors:

HVAC = A & S Heating & Cooling

Major Equipment Owned:

Attached

Number of Service Trucks/Type:

(5) Attached

Business Reference Name: Tim Hatmaker (KCDC) Shannon Skeens (ADFAC)
Business Reference Phone: 865-437-0476; 865-481-3837 x 101
Business Reference Email: THatmaker@kcdc.org AHPAdmin@ADFAC.ORG

*Contractor MUST complete this page and attach it to their bid response.

First Place Finish, Inc.

Major Equipment Owned

Updated January 2025

Trucks/Vehicles

2019 Ford F 350

2019 Chevrolet Silverado 2500

2020 GMC Sierra 1500

2022 GMC Sierra 3500

2024 Mercedes Sprinter Van

Trailers

Qty = (2) 20 Ft Flatbed Trailer

5 Ton Dump Trailer

16 Ft Equipment Trailer w short sides

10 Ft Equipment Trailer w tall sides

Equipment

Kubota Mini Ex

Kubota Skid Steer

Stanley Hydraulic Unit w accessories (post pounder, jack hammer, chain saw)

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

FIRST PLACE FINISH, INC.

418044

ID NUMBER: 63846
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:LAUREL PATRICK
FIRST PLACE FINISH, INC.
142 MIDWAY LANE
OAK RIDGE, TN, TN 37830

State of Tennessee

418044

14088807

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
FIRST PLACE FINISH, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 63846
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2026
$ 3,000,000.00; BC; CE; CMC; HRA; MU

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tyler Michael	
Madison Insurance Group 800 Oak Ridge Turnpike, Suite B-200 Oak Ridge TN 37830	PHONE (A/C, No, Ext): (865) 425-7300	FAX (A/C, No): (865) 483-5035
	E-MAIL ADDRESS: tyler.michael@miginsgroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
First Place Finish Inc. 142 Midway LN Oak Ridge TN 37830	INSURER A: Selective Insurance Co. of Southeast	39926
	INSURER B: Bridgefield Casualty Insurance	10335
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** MASTER 2024-2025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		S 2129712	08/19/2024	08/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		S 2129712	08/19/2024	08/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Elite Pac	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		S 2129712	08/19/2024	08/19/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0196-37491	08/19/2024	08/19/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment Installation Floater			S 2129712	08/19/2024	08/19/2025	C.E. Total Limit I.F. Limit per Item	$192,225 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Miscellaneous Maintenance Services Q2510

Full Holder name: KCDC, its officials, officers, employees, and volunteers
Lonsdale, LP

Additional Insured status afforded on all applicable lines to Holder when required by written contract. Waiver of Subrogation in favor of Holder granted on all lines when required by written contract. 30-day Notice of Cancellation in effect with exception: there is a 10-day Notice of Cancellation in case of

CERTIFICATE HOLDER

KCDC
901 N Broadway
Knoxville TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elizabeth King

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AGENCY CUSTOMER ID: 00033021

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Madison Insurance Group		FIRST PLACE FINISH, INC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

non-payment of premium. Coverage is on a primary and non-contributory basis.

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Knox County Government

and

Krug & Sons, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Krug & Sons, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Krug & Sons, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

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    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

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    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

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14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

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18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name Krug & Sons INC

5.2 Knox County Vendor Number

5.3 Vendor Address 4619 Valley View RD

City Knox State TN Zip 37924

5.4 Contact Person Billy Worthington

5.5 Telephone Number 865-755-3682

5.6 E-Mail Address Worthington Company@me.com

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature B J Worthington
(Sign in BLUE ink)

5.8 Knox County Business License Number 04280064
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 Yes ADDENDA 2 ____ ADDENDA 3 ____ ADDENDA 4 ____

5.10 Do you accept the terms and conditions of the bid? (YES) NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? (YES) NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? (YES) NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? (YES) NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? (YES) NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? (YES) NO

5.16 Did you include a copy of your License as detailed in Section 4.8? (YES) NO

5.17 Type of License(s): BC/AR CMC-C

5.18 Did you complete registration with SAM.GOV per Section 4.10? (YES) NO

5.19 SAM.GOV Unique Entity ID: HYJ7G1M6TGE8/86R1

5.20 Did you complete and include the pricing in Section VI? (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder Krug & Sons

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	100.00
Laborer	Hourly	30.00
Skilled Trade – Carpenter	Hourly	75.00
Skilled Trade - Electrician	Hourly	125.00
Skilled Trade – Plumber	Hourly	150.00
Skilled Trade – HVAC Technician	Hourly	150.00
Painter	Hourly	80.00
Assistant/Apprentice	Hourly	40.00
Crew Lead	Hourly	70.00
Supervisor	Hourly	65.00
Other N/A	Hourly	N/A
Other N/A	Hourly	N/A
Other N/A	Hourly	N/A
Other N/A	Hourly	N/A

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Billy Worthington, President or other Principal

Officer of Krug & Sons, INC, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Krug & Sons
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Billy Worthington,

President or Principal Officer of Krug & Sons,

On this 16th day of April 2025.

Notary Public

My Commission expires: May 1, 2027

APRIL R. FARMER
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 4 years

Gross sales in 2024 in Tennessee: $ 2.2 million dollars 2,200,000.00

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

5 Lead Installers
3 supervisors
4 Journey man
2 Craftsman
2 helpers

Anticipated Subcontractors:

Electrical Contractors, Septic Installer

Major Equipment Owned:

Excavator Kabota 17,000 lb Machine
Skid loader CAT 11,000 lb machine
Dump Trailor X2 17 Foot and 14 Foot
Sheet Metal Shop Located 4619 Valleview DR

Number of Service Trucks/Type:

7 Chevy 3500 Express Box Truck 16' Long
2 Ford F350 Utility Trucks
1 Chevy 2500 - Utility Truck
1 3500 Dodge Long Bed Truck

Business Reference Name: Community Action Center
Business Reference Phone: 865-546-3500
Business Reference Email: Jeffrey.vincent@cachousing.org

***Contractor MUST complete this page and attach it to their bid response.**

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

KRUG & SONS, INC.

405377

ID NUMBER: 71429
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

KRUG & SONS, INC.
4619 Valley View Road NE
KNOXVILLE, TN 37924

State of Tennessee

405377

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
KRUG & SONS, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 71429
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2025
$200,000/$125,000; BC-A/r $125,000; CMC-C

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Client#: 860953 KRUGSONS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency 413 North Shore Drive SW Suite E Knoxville, TN 37919	CONTACT NAME: Kimberly Steen PHONE (A/C, No, Ext): 865 588.7200 FAX (A/C, No): 865 588.7224 E-MAIL ADDRESS: Kimberly.Steen@MarshMMA.com
INSURED Krug & Sons Inc 4619 Valley View Rd Knoxville, TN 37924	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Owners Insurance Company — 32700 INSURER B : SummitPoint Insurance Company — 15136 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			2023190308940624	10/29/2024	10/29/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCS3004452	01/10/2025	01/10/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

East TN Housing Dev Corp
10414 Jackson Oaks Way Ste 202
Knoxville, TN 37922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRUGER

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JKKUS

Knox County Government

and

KWS, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and KWS, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

KWS, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name Kathrine Delk

5.2 Knox County Vendor Number 86281

5.3 Vendor Address 113 Allison Way

City Cookeville State Tennessee Zip 38501

5.4 Contact Person Alexis Patterson

5.5 Telephone Number 931-200-7093

5.6 E-Mail Address kathrine@kwsinc.net

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature Kathrine Delk
(Sign in BLUE ink)

5.8 Knox County Business License Number
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 yes ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? (YES) NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? (YES) NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? (YES) NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? (YES) NO

5.16 Did you include a copy of your License as detailed in Section 4.8? (YES) NO

5.17 Type of License(s): $3,000,000.00; BC-A; BC-B; MU

5.18 Did you complete registration with SAM.GOV per Section 4.10? (YES) NO

5.19 SAM.GOV Unique Entity ID: QUZWGBJFRKW1

5.20 Did you complete and include the pricing in Section VI? (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	
Laborer	Hourly $20	
Skilled Trade – Carpenter	Hourly $35	
Skilled Trade - Electrician	Hourly $35	
Skilled Trade – Plumber	Hourly $35	
Skilled Trade – HVAC Technician	Hourly $35	
Painter	Hourly $35	
Assistant/Apprentice	Hourly $25	
Crew Lead	Hourly $40	
Supervisor	Hourly $50	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Kathrine Delk, President or other Principal

Officer of KWS Inc., swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Kathrine Delk
President or Principal Officer

For: KWS Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Putnam }

Subscribed and sworn before me by Kathrine Delk,

President or Principal Officer of KWS Inc.,

On this 15 day of April, ~~2025~~ mit 2025.

Mason Hess
Notary Public

My Commission expires: 09.20.2028

MASON HESS STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

KWS INC

411392

ID NUMBER: 70265
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:KATHRINE SCHUBERT
KWS INC
2887 SOUTH YORK HWY
P O BOX 361
JAMESTOWN, TN 38556

State of Tennessee

411392

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
KWS INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 70265
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2026
$3,000,000.00; BC-A; BC-B; MU

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DAVIS INSURANCE GROUP 316 Eliza St Wartburg, TN 37887	CONTACT NAME: ALLEN DAVIS PHONE (A/C, No, Ext): (423)346-4978 FAX (A/C, No): (423)346-4998 E-MAIL ADDRESS: allendavisinsurance@gmail.com
INSURED KWS, INC. KATHRINE SCHUBERT 2887 S YORK ST JAMESTOWN, TN 38556	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: WESTERN WORLD INSURANCE 13196 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER	Y	Y	NPP8929353	8/16/2023	8/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED
STATE OF TENNESSEE DEPT OF COMMERCE & INSURNACE BOARD OF LICENSING CONTRACTORS
500 JAMES ROBERTSON PKWY
NASHVILLE, TN 37243

CERTIFICATE HOLDER

STATE OF TN DEPT OF COMERCE & INSURANCE
BOARD OF LICENSING CONTRACTORS
500 JAMES ROBERTSON PKWY
NASHVILLE, TN 37243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allen Davis

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Bureau of WORKERS' COMPENSATION

Workers' Compensation Exemption Registration Filing Information

Name: Kathrine Schubert

Registration Control #	**2023000023064**
Status	Active
Effective Date	8/23/2023
Expiration Date	9/15/2025
Qualification Type	Officer of a Corporation
Business Entity Name	KWS Inc.
Physical Address	2887 S YORK HWY JAMESTOWN TN 38556-5333
Mailing Address	2887 S YORK HWY JAMESTOWN TN 38556-5333

Date	Description of Activity
9/15/2023	Initial Application
9/15/2023	Payment Type
9/15/2023	Payment Type
9/15/2023	Amount
9/15/2023	Notification
9/15/2023	Pay/Refund
9/15/2023	Pay/Refund
9/15/2023	Notification
9/15/2023	Check Number
9/15/2023	Check Number
9/15/2023	Check Number
9/15/2023	Pay/Refund
9/15/2023	External Status Type
9/15/2023	Amount
9/15/2023	Amount
9/15/2023	Qualification Type
9/15/2023	Payment Type

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 9 (nine) years

Gross sales in 2023 in Tennessee: $ 96,695

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

1 Administrative
2 Laborers/Craftsman

Anticipated Subcontractors:

2 Subcontractors

Major Equipment Owned:

259 Skidsteer
Duik Dozer
315 Tracknae w/thumb

Number of Service Trucks/Type:

2 tri Axle Dump Trucks
2 tractor w/end dumps.
1 Chevy Service truck

Business Reference Name: 4rd Excavating

Business Reference Phone: 931-510-5302

Business Reference Email: paul.ford83.pf@gmail.com

*Contractor MUST complete this page and attach it to their bid response.

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: 4:00 p.m. Eastern Time (TIME) April 16, 2025 (DATE)

COMPLETE ALL BLANKS!

BIDDER Kathrine Delk

STREET ADDRESS 2887 S York HWY

CITY, STATE ZIP CODE Jamestown TN 38556

TENNESSEE CONTRACTOR'S LICENSE NUMBER 70265

LICENSE CLASSIFICATION BC-A ; BC-B ; MU (if applicable to this project) $3,000,000 Dollar Limit

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

Knox County Government

and

Miller's Electric, LLC

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Miller's Electric, LLC, hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Miller's Electric, LLC

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name Miller's Electric LLC

5.2 Knox County Vendor Number Bid Net Direct 188617216

5.3 Vendor Address 10320 Zacharytown Road

City Corryton State TN Zip 37721

5.4 Contact Person Denise Miller or Trace Miller

5.5 Telephone Number 865-441-9204 | 865-227-6169

5.6 E-Mail Address denise@millerselectric.net | trace@millerselectric.net

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature Amy Denise Miller
(Sign in BLUE ink)

5.8 Knox County Business License Number TN CE 82517
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 X ADDENDA 2 ____ ADDENDA 3 ____ ADDENDA 4 ____

5.10 Do you accept the terms and conditions of the bid? (YES) NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? (YES) NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? (YES) NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? (YES) NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? (YES) NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? (YES) NO

5.16 Did you include a copy of your License as detailed in Section 4.8? (YES) NO

5.17 Type of License(s): State Electrical (CE)

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** (YES) NO

5.19 **SAM.GOV Unique Entity ID:** U3MGM7GZXXT3

5.20 **Did you complete and include the pricing in Section VI?** (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder Miller's Electric LLC

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	250.00
Laborer	Hourly	35.00
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	100.00
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	50.00
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

N/A

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

Miller's Electric currently has four employees.
Amy Denise Miller

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 4

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

1 Administrative Owner
2 licensed craftsmen
1 apprentice

Anticipated Subcontractors:

Major Equipment Owned:

Bucket truck

Number of Service Trucks/Type:

One service truck
One van

Business Reference Name: Taylor Kemp
Business Reference Phone: 812-593-7488
Business Reference Email: taylor@mtc.build

***Contractor MUST complete this page and attach it to their bid response.**

LETTER OF REFERENCE

From:

X *Past Client*
_____ *Past Employer*
_____ *Codes Official*

Reference Relating to: Miller's Electric, LLC
(Please print name of individual and/or company applying for a license)

Address: 10320 Zacharytown Road, Corryton, Tennessee 37721

The above named individual and/or company is applying for a contractor's license in the State of Tennessee. Please give any information you can relating to their construction experience. You can greatly assist both applicant and Board by furnishing this information in detail. *(PLEASE PRINT OR TYPE) Return the completed reference to the contractor license applicant for them to supply with their completed application.*

1. How long have you known the owner(s)/principals? 5 YEARS
2. What has been your general experience with the above?
   EXCELLENT TO WORK WITH, VERY HONEST AND GOOD PEOPLE WITH GOOD MORALS. AND GOOD ATTITUDES!
3. What is your business opinion of the above?
   VERY EFFICIENT, HARD WORKING, GREAT COMMUNICATION, VERY PROFESSIONAL.
4. Do you recommend a state license be granted to the above? Explain.
   YES, THEY ARE VERY QUALIFIED. MILLERS ELECTRIC HAS BEEN GREAT TO WORK WITH IN THE PAST AND THEY SHOULD BE GRANTED THE LICENSE.
5. Please mention other comments you would like to include regarding the applicant.
   MILLERS ELECTRIC IS A GREAT FAMILY OWNED BUISNESS THAT PUTS THE CUSTOMER FIRST.

This form is being completed by:

TAYLOR KEMP, MIDDLE TENNESSEE CONTRACTORS
(Print Name) *(Name of Company/Employer/Codes Official/ Client/Homeowner)*

Mailing Address: 10015 RUTLEDGE PIKE, SUITE 102, CORRYTON, TN 37721

Telephone: 812-593-7488 Email TAYLOR@MTC.BUILD

Taylor Kemp 08/07/2024
(Signature) *(Date)*

NOTE: All reference letters must be from a past client, employer or codes official commenting on experience, as required pursuant T.C.A. § 62-6-111(4)(b)(2). Out of state letters are acceptable; family member references are not acceptable.

LETTER OF REFERENCE

From:
✓ *Past Client*
_____ *Past Employer*
_____ *Codes Official*

Reference Relating to: Miller's Electric, LLC
(Please print name of individual and/or company applying for a license)

Address: 10320 Zacharytown Road, Corryton, Tennessee 37721

The above named individual and/or company is applying for a contractor's license in the State of Tennessee. Please give any information you can relating to their construction experience. You can greatly assist both applicant and Board by furnishing this information in detail. (*PLEASE PRINT OR TYPE) Return the completed reference to the contractor license applicant for them to supply with their completed application.*

1. How long have you known the owner(s)/principals? 2 years

2. What has been your general experience with the above?
   We have had a very positive experience with Miller's Electric over the past 2 years. So much so we have recommended them to other companies as well.

3. What is your business opinion of the above? Miller's Electric has always done business in a first class manner with us.

4. Do you recommend a state license be granted to the above? Explain.
   Yes. They are a great company that does business the right way. We need more companies that operate like them.

5. Please mention other comments you would like to include regarding the applicant.

This form is being completed by:

Josh Strickland / EAN Holdings, LLC
(Print Name) *(Name of Company/Employer/Codes Official/ Client/Homeowner)*

Mailing Address: 4715 Riversedge Rd.
Louisville, TN 37777

Telephone: 706-248-7421 Email joshua.k.strickland@em.com

Josh Strickland 8/7/2024
(Signature) (Date)

NOTE: All reference letters must be from a past client, employer or codes official commenting on experience, as required pursuant T.C.A. § 62-6-111(4)(b)(2). Out of state letters are acceptable; family member references are not acceptable.

LETTER OF REFERENCE

From:
✓ Past Client
✓ Past Employer
Codes Official

Reference Relating to: Miller's Electric, LLC
(Please print name of individual and/or company applying for a license)

Address: 10320 Zacharytown Road, Corryton, Tennessee 37721

The above named individual and/or company is applying for a contractor's license in the State of Tennessee. Please give any information you can relating to their construction experience. You can greatly assist both applicant and Board by furnishing this information in detail. *(PLEASE PRINT OR TYPE) Return the completed reference to the contractor license applicant for them to supply with their completed application.*

1. How long have you known the owner(s)/principals? 6 years
2. What has been your general experience with the above?
   Professional. The company provides high quality service at a fair price.
3. What is your business opinion of the above?
   Miller's Electric is operated by honest people with a lot of integrity.
4. Do you recommend a state license be granted to the above? Explain.
   Yes, Jerry Miller is exceptional at the electric trade AND the company is viewed as very positive in the community.
5. Please mention other comments you would like to include regarding the applicant.
   Many years of experience, hard work, and knowledge are the cornerstone of this business.

This form is being completed by:

Stacy Menard / Ardurra
(Print Name) *(Name of Company/Employer/Codes Official/ Client/Homeowner)*

Mailing Address:
2160 Lakeside Centre Way, Suite 201, Knoxville, TN 37922

Telephone: (865) 456-5202 Email smenard@ardurra.com

Stacy Menard (Signature) 9/6/24 (Date)

NOTE: All reference letters must be from a past client, employer or codes official commenting on experience, as required pursuant T.C.A. § 62-6-111(4)(b)(2). Out of state letters are acceptable; family member references are not acceptable.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

MILLER'S ELECTRIC LLC

420940

ID NUMBER: 82517
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

MILLER'S ELECTRIC LLC
10320 ZACHARYTOWN ROAD
CORRYTON, TN 37721

State of Tennessee

420940

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
MILLER'S ELECTRIC LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 82517
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2026
$ 1,000,000.00; CE

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BOARD FOR LICENSING CONTRACTORS

AREAS OF CERTIFICATION/MONEY LIMITS

$ 1,000,000.00; CE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jodi Whedbee	
WHEDBEE INSURANCE AGENCY LLC 6426 Baum Drive Suite B Knoxville TN 37919	PHONE (A/C, No, Ext): (865) 584-2275	FAX (A/C, No): (865) 584-9563
	E-MAIL ADDRESS: jodi@whedbeeinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Miller's Electric LLC 10320 Zacharytown Rd Corryton TN 37721-3200	INSURER A: Hartford Property & Casualty	34690
	INSURER B: Trumbull Insurance Company	27120
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL24101402047 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			20SBABJ5VCS	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20WECBJ5V5Y	09/01/2024	09/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Tennessee Board of Licensing Contractors
500 James Robertson Parkway
Ste 110
Nashville TN 37243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jodi Whedbee

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Knox County Government

and

Southeast Restoration Group of Georgia, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Southeast Restoration Group of Georgia, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Southeast Restoration Group of Georgia, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

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7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

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    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

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    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

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15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

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17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 **Vendor Name** Southeast Restoration Group of Georgia, Inc.

5.2 **Knox County Vendor Number** 85771

5.3 **Vendor Address** 10325 Yellow Pine Ln

City Knoxville **State** TN **Zip** 37932

5.4 **Contact Person** Scott Kerley and David Edens

5.5 **Telephone Number** 865-264-9515

5.6 **E-Mail Address** skerley@southeastrestoration.com and dedens@southeastrestoration.com

5.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature _____
(Sign in BLUE ink)

5.8 **Knox County Business License Number** 1001251695
(If Applicable) Attach a Copy of the License

5.9 **I acknowledge the receipt of: (Please write "Yes" if you received one)**

ADDENDA 1 _____ **ADDENDA 2** _____ **ADDENDA 3** _____ **ADDENDA 4** _____

5.10 **Do you accept the terms and conditions of the bid?** (YES) **NO** **YES WITH EXCEPTION**

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5?** (YES) NO

5.12 **Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16?** (YES) NO

5.13 **Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17?** (YES) NO

5.14 **Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5?** (YES) NO

5.15 **Did you include a Certificate of Insurance as detailed in Section 4.6?** (YES) NO

5.16 **Did you include a copy of your License as detailed in Section 4.8?** (YES) NO

5.17 **Type of License(s):** General Contractor

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** (YES) NO

5.19 **SAM.GOV Unique Entity ID:** P8PZY8NKL5F8

5.20 **Did you complete and include the pricing in Section VI?** (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder Southeast Restoration

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	$350.00
Laborer	Hourly	$112.64
Skilled Trade – Carpenter	Hourly	$152.83
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	$126.15
Assistant/Apprentice	Hourly	$96.75
Crew Lead	Hourly	$131.34
Supervisor	Hourly	$152.11
Other Drywall	Hourly	$161.49
Other Tile/Wood Flooring Installer	Hourly	$173.25
Other Roofer	Hourly	$232.28
Other Mitigation/Remediation Technician	Hourly	$129.85

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 26

Gross sales in 2024 in Tennessee: $ 19m

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

Administrative - 11

Project Managers - 18

Estimators - 5

Skilled workers (craftsmen and journeymen) - 20

Apprentices/Laborers - 4

Anticipated Subcontractors:

Major Equipment Owned:

Hundreds of pieces of drying equipment including dehumidifiers, air scrubbers, axial air movers,

various large and small generators, dump trailer

Number of Service Trucks/Type:

3 NPR box trucks - mitigation/mold remediation./odor and smoke removal

2 construction vans - carpentry and general construction trades

2 construction trailers

15 pick up trucks - all services

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email: _____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Scott Kerley, President or other Principal

Officer of Southeast Restoration, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Southeast Restoration
Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by Scott Kerley,

President or Principal Officer of Southeast Restoration,

On this 16th day of April 2025.

Notary Public

My Commission expires: 9-7-2025

CHRIS TROUT
NOTARY PUBLIC
STATE OF TENNESSEE
KNOX COUNTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Diana Gonzalez	
Brown & Brown Insurance Services, Inc. 900 North Point Parkway Suite 300 Alpharetta GA 30005	PHONE (A/C, No, Ext): (770) 512-5000	FAX (A/C, No): (770) 824-8899
	E-MAIL ADDRESS: Diana.Gonzalez@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Southeast Holding Group of Georgia, LLC DBA: Southeast Restoration of Georgia, Inc. 4979 Old Highway 5 Canton GA 30115	INSURER A: Nautilus Insurance Company	17370
	INSURER B: Selective Way Insurance Company	26301
	INSURER C: Bridgefield Casualty Insurance Company	10335
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL24102880789 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractoros Pollution Liability [X] Bailees Included GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ECP2031587-15	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]			S245117204	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2031588-15	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0196-51815	11/01/2024	11/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liabiltiy			ECP2031587-15	11/01/2024	11/01/2025	Each Claim	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Information Purposes Only

CERTIFICATE HOLDER

Southeast Restoration Group of Georgia, Inc.
4979 Old Highway 5
Canton GA 30115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00363385

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Southeast Holding Group of Georgia, LLC, DBA: Southeast Restoration of Georgia, Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

ECP2031587-15
Insurer: Nautilus Insurance Company NAIC 17370
Contractors Pollution Liability
Policy Term: November 1, 2024 to November 1, 2025
Contractors Pollution Occurrence:
Limit $1,000,000 Each Pollution Condition - CPL
Deductible $25,000 Each Pollution Condition Per Occurrence

Microbial Substance - OCC:
Limit $1,000,000 Microbial Substance Limit - Sublimit Each Deductible $25,000 Microbial Substance Per Occurrence

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STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

SOUTHEAST RESTORATION GROUP OF GEORGIA, INC.
405159

ID NUMBER: 64991
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:ATTN: KYLE SEARS
SOUTHEAST RESTORATION GROUP OF GEORGIA, INC.
4979 OLD HWY. 5
CANTON, GA 30115

State of Tennessee

405159

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
SOUTHEAST RESTORATION GROUP OF GEORGIA, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 64991
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2025
$1,500,000.00; BC-A; S-A

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BOARD FOR LICENSING CONTRACTORS

AREAS OF CERTIFICATION/MONEY LIMITS

$1,500,000.00; BC-A; S-A

Knox County
Business Tax Standard License

April 24, 2024

SOUTHEAST RESTORATION OF KNOXVILLE
10350 DEERBORN LN OFC
KNOXVILLE TN 37932-2577

Letter ID:	L1991056704
Expiration Date:	15-May-2025
Return Due By:	15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001251695 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ ----------

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

SOUTHEAST RESTORATION OF KNOXVILLE
10350 DEERBORN LN BLDG 101
KNOXVILLE TN 37932-2577

Date Issued:	24-Apr-2024
Classification:	4
Letter ID:	L1991056704
License Number:	1001251695
Expiration Date:	15-May-2025

Knox County Government

and

Stanley Homes, LLC

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Stanley Homes, LLC, hereinafter referred to as "Contractor".

Whereas, County requested bids for Home Rehabilitation Services for the Knox County Home Rehabilitation Program, (Invitation for Bid #3648) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Invitation for Bid #3648 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Placement of Orders. Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

5. Termination. County may terminate this Contract (a) by written notice immediately in its sole discretion for cause, or (b) without cause upon written notice of not less than sixty (60) days. Upon termination with or without cause, Contractor shall not perform additional work without the written permission of County. Upon termination with or without cause, County will pay for services satisfactorily completed but not yet invoiced.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for Home Rehabilitation Services for the Knox County Home Rehabilitation Program in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Home Rehabilitation Services for the Knox County Home Rehabilitation Program, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Home Rehabilitation Services for the Knox County Home Rehabilitation Program for Knox County in accordance with Invitation for Bid #3648.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Equal Employment Opportunity. Contractor agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Contractor will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Contractor will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

19. Business and Employment Opportunities for Lower Income Residents, Women-owned Business Enterprises, and Minority-owned Business Enterprises. Contractor will comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, Contractor must make efforts to encourage the use of minority and women's business enterprises. Contractor is required to identify contracts which have been awarded to minority owned, women owned, and/or small disadvantaged businesses.

20. Trafficking. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

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

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

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.

The Contractor shall provide immediate written notice to the County if at any time it learns that there was an earlier failure to disclosure information or that due to changed circumstances, its principals, or the principals of its subcontractors are excluded, or disqualified, or presently fall under any of the prohibitions of sections (a) – (d).

22. Federal Funding Accountability and Transparency Act. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

23. Seat Belt Use. Contractor agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

24. Text Messaging While Driving. Contractor agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

25. Prohibited Activity. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

26. Insurance and Bonding. The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County. Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

27. Worker's Compensation. The Contractor shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement, as applicable.

28. Drug Free Workplace. The Contractor certifies and agrees to comply with the federal Drug Free Workplace requirements.

29. Age Discrimination. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 610107) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8.

30. Employment Verification. The Contractor shall comply with the Tennessee Lawful Employment Act (TLEA) that requires all employers in Tennessee to demonstrate that they are hiring and maintaining a legal workforce.

31. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648
B. Contractor's Response to Invitation for Bid #3648 and Addendum I

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Stanley Homes, LLC

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Invitation for Bid #3648 and Addendum I to Invitation for Bid #3648

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Home Rehabilitation Services for the Knox County Home Rehabilitation Program** as specified herein. Bids must be received by **4:00 p.m.** local time on **April 16, 2025**. Late bids will be neither considered nor returned.

Deliver Bids to:

Bid Number 3648
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name and the Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development & Asset Management at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis or by trade category. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall become the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, Knox County's Procurement Division will **NOT** accept electronically transmitted bids through the County's Online Procurement System. Email and facsimile submission are strictly prohibited. All bids must be submitted in hard copy format to the address listed in this solicitation.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes only one (1) method of payment for services under this contract: the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed. However, Knox County will expedite payment as possible.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids are sent electronically. Bids being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division no later than **4:30 p.m. local time on April 3, 2025**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS: In order to be considered all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the term and conditions stated in the bid document. The submission of your electronic bid will be the acknowledgement of signature.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.24 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.25 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.26 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.27 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to obtain an approved panel of Contractors to provide home rehabilitation services on an as needed basis for the Knox County Home Rehabilitation Program administered by Knox County Grants and Community Development. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of items that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand. If items are added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **BID ENVELOPE COVER:** The bid envelope cover sheet, **Attachment A**, must be filled out completely and attached to the outside of your bid. Failure to do so will result in the rejection of your bid.

3.6 **BONDS:** Contractors are advised that the successful Contractor(s) may be required to provide appropriate Performance and Payment Bonds to ensure Contractor's performance. If a bond is required for a project, all bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, Notice. The ratings that the bonding company holds must be acceptable to the County.

3.7 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County reserves the right to make such changes after consultation with the vendor. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved services.

3.8 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with an email confirmation.

3.9 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.10 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, electrical and gas utility subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated. If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." **All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation for Bid.**

3.11 **CONTACT PERSONNEL:** It shall be essential to the success of this term Contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service-related issues.

In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.12 **CONTRACT EXECUTION:** The award of this bid may result in a fixed-price, one-year term contract between Knox County and the successful vendor(s). The Contract(s) must be voted on by the Knox County Commission and receive a majority vote. The Knox County Procurement Division will draft the contract(s) and the contract(s) must be approved by the Knox County Law Department. Knox County will not accept any vendor's contracts, Terms of Agreements, Service Agreements, etc. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.13 **CONTRACT REPRESENTATIVE:** The successful Contractor(s) awarded this Contract shall appoint a manager/representative within twenty-four (24) hours after Notification of Award. This person shall be available as deemed necessary by Knox County for purposes of planning and the exchange of information prior to starting and after the Contract start date for reporting, scheduling, inspections, approval of payment, etc.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of Knox County and the owner any conflicts that may occur among the various provisions of the specifications and plans. Knox County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of Knox County and the owner shall allow Knox County to require any changes deemed necessary before acceptance by Knox County.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges, including but not limited to mileage.**

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code **must** provide the affidavit provided herein, **Attachment B**, as required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	**80 points**
Contractor Capabilities & Experience*	**20 points**

***The Contractor **must complete Attachment C, Contractor Capabilities & Experience**, provided herein.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.20 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.21 **NO CONTACT POLICY:** After the date the vendor receives this bid, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.22 **PRE-BID MEETINGS:** Two Pre-Bid Meetings will be held to review the bid and discuss the services requested. Vendors are encouraged to attend one of the Pre-Bid Meetings. However, attendance at a meeting is not mandatory to submit a bid.

The first Pre-Bid Meeting will be held Thursday, March 27, 2025, beginning at 3:30 pm local time. This meeting will be held at Knox County Procurement, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Participation in this meeting will also be available online via Zoom. If you wish to participate remotely, please email Ben Sharbel at ben.sharbel@knoxcounty.org prior to Noon on March 27th for a copy of the meeting link.

The second Pre-Bid Meeting will be held Tuesday, April 1, 2025, beginning at 3:30 pm local time. This meeting will be held at the Knoxville Area Urban League, 1514 E. Fifth Avenue, Knoxville, TN 37917.

3.23 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.24 **QUANTITIES:** Knox County does not guarantee any amount of services will be ordered under this agreement.

3.25 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment is inconsistent with the interest of Knox County.

3.26 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

3.26.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work or to finish the plans, materials, supplies or equipment to be so performed or furnished by it; and

3.26.2 That the firm is familiar with all Federal, State, Municipal, and County laws, ordinances, and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

3.26.3 That such temporary and permanent work required can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and

3.26.4 That the firm has carefully examined any available plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

3.27 **REQUIREMENTS ACKNOWLEDGEMENT:** Bidders acknowledge that the agreement that will be entered into as a result of this solicitation will be a Requirements Agreement. Knox County will have no obligation to the Contractor if items or services are not required. However, the present expectations of those who are planning for Knox County for the period of the contract indicate the need for these services. The contractor understands and agrees that Knox County is under no obligation to the Contractor to buy any amount.

3.28 **RIGHT TO SEPARATELY BID PROJECTS:** Knox County reserves the right to separately bid any project when it is in their best interest.

3.29 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.30 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with Knox County in performing work so that interference with normal programming will be held to a minimum.

3.31 **SUBCONTRACTING:** Any subcontracting must be approved, in advance, by Knox County. Knox County may terminate the Contract if subcontracting is done without written approval from Knox County.

3.32 **SUBCONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this bid for the duration of the award.

3.33 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **April 3, 2025,** at **4:30 p.m.** local time. Submit questions as noted in Section 1.1.

3.34 **TRAINING:** Contractor is responsible to ensuring the crew leader for the job has completed the 30-hour OSHA Construction Industry Outreach training and all weatherization workers on the job site must have completed the 10-hour course, at minimum. The contractor shall maintain records which shall be made available for review upon request.

3.35 **UNSATISFACTORY PERFORMANCE:** Contractor will have seventy-two (72) hours from notification to submit a plan to Knox County to correct any specific instances of unsatisfactory performance. If it is not corrected within the time specified/agreed upon between Knox County, the owner, and the Contractor, Knox County shall have the immediate right to complete the work to its satisfaction and shall deduct its cost to cover incurred expenses from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in immediate cancellation of the agreement.

3.36 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Grants and Community Development (KCGCD) carries out federal programs administered by the U.S. Department of Housing and Urban Development (HUD). As the lead agency for the County's Community Development Block Grant (CDBG) programs, KCGCD determines the community development and housing needs based on input from citizens and collaboration with community partners. The Knox County Home Rehabilitation Program (KCHR) provides emergency and minor home repairs to eligible residents, helps improve the quality of existing housing stock, prevents low-income residents from losing their housing, and eliminates threats to resident life, safety, and health.

Eligible Contractors include but are not limited to Licensed Home Improvement Contractors, Limited Licensed Electricians, Limited Licensed Plumbers, Licensed HVAC Contractors, Licensed Roofing Contractors, and other Licensed General Contractors. Bid prices shall reflect the complete labor, profit, and overhead operating costs associated with each construction activity/hourly rate listed. Materials are **not** included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. Contractors are **not** permitted to charge a profit margin or percentage markup on materials for the KCHR Program.

The successful Contractor(s) for the Knox County Home Rehabilitation program will be placed in a workflow queue for their trade and/or qualifications based on bid evaluations. Contractors will be offered a project on a rotational basis using a "Round Robin" selection method. For the first project, wherein the reference to project signifies a residence that will receive rehabilitation assistance, the first Contractor on the list that possesses the relevant capabilities and licensing for the project becomes the "preferred Contractor". A Contractor may elect to pass on a project if they do not have the capacity to complete the repair activities for any reason without being penalized. If a Contractor declines the invitation to quote a project, they will not be removed from their place on the list, but will not be offered a project until it is their turn again. The "Round Robin" function for the same trade and/or qualifications will be offered to the next Contractor on said list, who then becomes the preferred Contractor once the next project is ready to be quoted. Upon reaching the bottom of the list, the process will start over again with the first Contractor on the list.

4.2 **ADA STANDARDS:** Vendors are advised that all new construction, additions and alterations to existing facilities must be designed, constructed or altered in strict compliance with ADAAG: Americans with Disabilities Act Accessibility Guidelines for building and facilities.

4.3 **ENTRANCE TO CONSTRUCTION SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of a project site. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). Contractor and/or employees of Contractor must contact Knox County staff prior to reporting to a site for work.

4.4 **ESTIMATE PREPARATION:** Contractor will be required upon request to prepare and submit (prior to commencing work) a written quotation or estimate for each project. Estimation shall include but not be limited to the cost of labor, material, blueprint preparation, detailed description of the scope of work, inspection services, and any required subcontracted services. Quotations shall be based upon the contract rates. Quotation shall remain firm for thirty (30) days from acceptance by Knox County. All estimation and quotation shall be provided at no cost or obligation to Knox County.

4.5 **FEDERAL CONTRACT PROVISIONS**: Per 2 CFR Part 200.327 Appendix II, Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders. Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this Contract are attached as **Attachment D**.

4.6 **INSURANCE:** The Contractor(s) must at a minimum carry the amount of general liability insurance as required by the State of Tennessee Board for Licensing Contractors per the Contractor's licensed monetary limit. All bidders **must** provide a current certificate of insurance with their bid as proof of maintaining the proper insurance policy. Knox County will verify that all Contractor's meet the proper licensing and insurance requirements. Information regarding licensing and insurance can be found at the following state website link: https://www.tn.gov/commerce/regboards/contractors.html.

4.7 **IDENTIFICATION AND UNIFORMS:** Employees of the successful Contractor and all subcontractors shall have proper photo identification displayed, at all times, while on County property and/or a project site. Additionally, as appropriate, Contractors are encouraged to have its employees in a standard uniform. Personnel shall be clean and neat in appearance.

4.8 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Copies of all licenses including Home Improvement, Limited Licensed Electrician, Limited Licensed Plumber, or another specific General Contractor license, **MUST** be submitted with the bid. **Failure to submit copies of licenses may lead to bid rejection.**

4.9 **SAFETY AND PROTECTION:** The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Furthermore, the Contractor is solely responsible for the training of all of their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by Knox County. The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. Contractor shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

4.10 **SAM.GOV:** All Contractors submitting a bid must complete registration as an entity with the federal government. Registration allows Contractors to bid on government contracts and apply for federal assistance. As part of registration, Contractor's will be assigned a Unique Entity ID, which **must** be listed in Section 5.19 of this bid. Register at https://sam.gov/content/home. Assistance may be provided as needed.

4.11 **TRASH CONTAINERS:** Bidders are advised that Knox County policy does not allow Contractors to utilize on-site trash bins paid for by Knox County or any client. Contractors are responsible for removing and disposing of all debris associated with the work to be performed.

BIDDERS NEED NOT RETURN PAGES ONE (1) THROUGH ELEVEN (11) WITH THEIR BID.

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name_____

5.2 Knox County Vendor Number_____

5.3 Vendor Address_____

City _____**State** _____**Zip** _____

5.4 Contact Person_____

5.5 Telephone Number_____

5.6 E-Mail Address _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature_____
(Sign in BLUE ink)

5.8 Knox County Business License Number_____
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 _____ ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? YES NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? YES NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? YES NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? YES NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? YES NO

5.16 Did you include a copy of your License as detailed in Section 4.8? YES NO

5.17 Type of License(s): _____

5.18 Did you complete registration with SAM.GOV per Section 4.10? YES NO

5.19 SAM.GOV Unique Entity ID: _____

5.20 Did you complete and include the pricing in Section VI? YES NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder_____

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	**Unit**	**Cost**
Materials acquisition/delivery fee	Each	
Laborer	Hourly	
Skilled Trade – Carpenter	Hourly	
Skilled Trade - Electrician	Hourly	
Skilled Trade – Plumber	Hourly	
Skilled Trade – HVAC Technician	Hourly	
Painter	Hourly	
Assistant/Apprentice	Hourly	
Crew Lead	Hourly	
Supervisor	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT A

BID ENVELOPE COVER

Name of Project: Home Rehabilitation Services for the Knox County Home Rehabilitation Program
Invitation for Bid #3648

SEALED BIDS WILL BE RECEIVED BY: **Knox County Procurement Division**
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **4:00 p.m. Eastern Time** (TIME) **April 16, 2025** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY, STATE ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ _____
(if applicable to this project) **Dollar Limit**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: _____

Gross sales in 2024 in Tennessee: $_____

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

_____

_____

_____

_____

_____

Anticipated Subcontractors:

_____

_____

Major Equipment Owned:

_____

_____

_____

_____

_____

Number of Service Trucks/Type:

_____

_____

_____

_____

_____

Business Reference Name: _____

Business Reference Phone: _____

Business Reference Email:_____

***Contractor MUST complete this page and attach it to their bid response.**

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply, as applicable, with all Section 3 requirements. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that are awarded more than $200,000.00 in federal funds. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Additionally, contractors and subcontractors are required to provide reporting on Section 3 activities throughout the duration of the project. https://www.hud.gov/section3

22. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

23. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

24. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

25. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

26. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

27. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If a Contract exceeds $150,000, Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bid 3648
Home Rehabilitation Services for the Knox County Home Rehabilitation Program

Addendum Date: **April 9, 2025** **Buyer:** **Ben Sharbel**

Opening Date: **April 16, 2025 at 4:00 PM** **Total Page(s):** **Six (6)**

Notes and Clarifications:

1. A revised Attachment D, **FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II),** is included in this addendum. The updated attachment removes paragraph number 21 referring to Section 3 HUD programs as well as number 27 referring to the Clean Air Act. Bidders must accept the revised Federal Contract Provisions in Section 5 of the bid document.

2. The following clause is incorporated into the bid and will be included in the Contract.

   Warranty: Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, free of defects in material and workmanship, and will be fit for the particular purpose purchased. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties and guarantees associated with all work upon completion. Further, Contractor will guarantee all labor and craftsmanship for not less than one (1) year and all manufacturer's warranty on parts. Return of merchandise not meeting warranties shall be at the Contractor's expense.

3. All bidders must acknowledge receipt of this addendum in their bid response as indicated in Section V.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

ATTACHMENT D

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statues, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Contractor agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259.

   Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

   Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19.

4. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

5. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

6. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

8. Generally applicable federal environmental laws and regulations.

9. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A HUD employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

    a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
    b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
    c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.

    The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Contractor will comply with all lead-based paint requirements. Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831

22. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

23. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

24. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

25. BUILD AMERICA BUY AMERICA: Contractor is covered under a general waiver exempting compliance with the Build America, Buy America (BABA) Act, 41 USC 8301 through November 23, 2027 per Docket No. 6331-N-10A, which defines project as 'the construction, alteration, maintenance, or repair of infrastructure in the United States' and includes within the definition of infrastructure those items traditionally included along with buildings and real property." In terms of the KCHR funding, a project is deemed to be a dwelling unit that receives financial assistance. HUD further released Docket No. 6331-N-08 waiving BABA compliance due to the De Minimis and Small Grants Waiver.

Attachment B
Contractor's Response to Invitation for Bid #3648 and Addendum I

Please call if you need anything!

SECTION V VENDOR INFORMATION FOR BID #3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

5.1 Vendor Name Stanley Homes, LLC

5.2 Knox County Vendor Number 86321

5.3 Vendor Address 6313 Clinton Hwy Apt 418

City Knoxville, State TN Zip 37912

5.4 Contact Person Spencer Stanley

5.5 Telephone Number (423) 742-2826

5.6 E-Mail Address Stanleyhomesllc@gmail.com

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature Spencer Stanley
(Sign in BLUE ink)

5.8 Knox County Business License Number 417291
(If Applicable) Attach a Copy of the License

5.9 I acknowledge the receipt of: (Please write "Yes" if you received one)

ADDENDA 1 yes ADDENDA 2 _____ ADDENDA 3 _____ ADDENDA 4 _____

5.10 Do you accept the terms and conditions of the bid? (YES) NO YES WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Did you complete Attachment A, Bid Envelope Cover, and attach it to the outside of your bid envelope per Section 3.5? (YES) NO

5.12 Did you complete and include, Attachment B, Drug-free Workplace Affidavit per Section 3.16? (YES) NO

5.13 Did you include Attachment C, Contractor Capabilities & Experience, per Section 3.17? (YES) NO

5.14 Do you accept the Federal Contract Provisions, Attachment D, per Section 4.5? (YES) NO

5.15 Did you include a Certificate of Insurance as detailed in Section 4.6? (YES) NO

5.16 Did you include a copy of your License as detailed in Section 4.8? (YES) NO

5.17 Type of License(s): General Contractors License - State of TN

5.18 **Did you complete registration with SAM.GOV per Section 4.10?** (YES) NO

5.19 **SAM.GOV Unique Entity ID:** CVNQRT032PT9

5.20 **Did you complete and include the pricing in Section VI?** (YES) NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI PRICING FOR BID 3648, HOME REHABILITATION SERVICES FOR THE KNOX COUNTY HOME REHABILITATION PROGRAM

Bidder Stanley Homes

Instructions: All bidders must bid on the trades/activities below. The successful Contractor(s) will be placed in a workflow queue for their trade and/or qualifications based on the evaluation of their bid. Pricing submitted below will be used to calculate the initial cost estimate/work order for each job. Bid prices should reflect complete labor, profit, and other overhead operating costs associated with the individual construction activities listed. Materials are not included in the bid pricing as all material costs will be passed through and reimbursed by Knox County. It is not permitted to charge any profit margin or percentage markup on materials for the Knox County Home Rehabilitation Program.

***Note: The Knox County Home Rehabilitation Program requires the use of 'builder-grade' materials, or the most cost-effective option that is suitable for the given project. Prices submitted should reflect this requirement. Contractors may assume that all construction components will be addressed with the most cost-effective options.**

Trades and Activities	Unit	Cost
Materials acquisition/delivery fee	Each	
Laborer	Hourly	50.00
Skilled Trade – Carpenter	Hourly	70.00
Skilled Trade - Electrician	Hourly	120.00
Skilled Trade – Plumber	Hourly	120.00
Skilled Trade – HVAC Technician	Hourly	120.00
Painter	Hourly	50.00
Assistant/Apprentice	Hourly	25.00
Crew Lead	Hourly	50.00
Supervisor	Hourly	6a.00
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	
Other _____	Hourly	

ATTACHMENT C

CONTRACTOR CAPABILITIES & EXPERIENCE
(Attach Additional Pages If Necessary)

Number of years the firm has been in business: 3 years

Gross sales in 2024 in Tennessee: $ 400,000.00

Number & Type (administrative, laborers, licensed craftsman, journeyman, apprentice, etc.) of Employees:

0, use sub contractors

Anticipated Subcontractors:

mechanical, plumbing, electrical, roofing, painters, carpenters, general laborers

Major Equipment Owned:

Dump truck, work truck

Number of Service Trucks/Type:

(1) - 1500 Chevrolet Silverado 2015

Business Reference Name: Stanley Homes LLC

Business Reference Phone: (423) 742-2826

Business Reference Email: Stanleyhomesllc@gmail.com

*Contractor MUST complete this page and attach it to their bid response.

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Spencer Stanley, President or other Principal Officer of Stanley Homes, LLC, swear or affirm that the Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Name of Company

Spencer Stanley
President or Principal Officer

For: Stanley Homes, LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF KNOX }

Subscribed and sworn before me by Spencer Stanley,

President or Principal Officer of Stanley Homes, LLC,

On this 16th day of April 2025.

Taylor Yarber
Notary Public

My Commission expires: January 3rd, 2027

TAYLOR YARBER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX
MY COMM. EXP. JAN. 3, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
BUILDERS & TRADESMEN'S INS. 6610 SIERRA COLLEGE BLVD. ROCKLIN, CA 95677	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Contractors Bonding and Insurance Company	37206
INSURED Stanley Homes LLC 6313 Clinton Highway Apt 410 Knoxville, TN 37912	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CKA0538678	3/24/2025	3/24/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

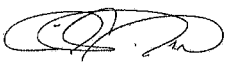
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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[redacted] Commerce & Insurance

March 18, 2024

[redacted]

STANLEY HOMES, LLC
6313 CLINTON HWY
APT 410
KNOXVILLE, TN 37912

RE: Contractor's License

Approved Dear Contractor,

Your application for a Tennessee contractor's license was reviewed and approved by the Board for Licensing Contractors. You may confirm the status online at http://verify.tn.gov. You should receive the original license certificate by mail within the next 10 – 14 business days. The following is confirmation of your license status:

License number:	81159
Classification and Monetary Limit:	$500,000; BC-A $500,000
Qualifying Agent:	Spencer Stanley
Expiration Date:	March 31, 2026

You may download a copy of the certificate through your online account at http://core.tn.gov. The option to download the certificate will be found on the Quick Menu page, under Manage your license information. If you do not have an online account, one may be set up at http://core.tn.gov and you will need the following information:

License number:	81159
Entity number:	2337943
Zip Code:	37912

If you have any questions, feel free to contact us at 615-741-8307 or contractor.app@tn.gov.

Sincerely,

Tennessee Board for Licensing
Contractors New Applications
Section

RLA-17408 **R-25-6-504**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a program-based Master Agreement for Consumer Reporting and Ancillary Services with Trans Union, LLC for low-moderate income homeowner rehabilitation loan application approvals in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program) *(Community Development)*

Attachments

Resolution

Transunion Service Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PROGRAM-BASED MASTER AGREEMENT FOR CONSUMER REPORTING AND ANCILLARY SERVICES WITH TRANS UNION, LLC FOR LOW-MODERATE INCOME HOMEOWNER REHABILITATION LOAN APPLICATION APPROVALS IN THE KNOX COUNTY HOME REHABILITATION (KCHR) PROGRAM. (FEDERALLY FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM)

RESOLUTION: **R-25-6-504**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to enter into a program-based Master Agreement for Consumer Reporting and Ancillary Services with Trans Union LLC for low-moderate income homeowner rehabilitation loan application approvals in the Knox County Home Rehabilitation (KCHR) Program; and

WHEREAS, the proposed Master Agreement sets forth the terms and conditions under which the services will be provided by Trans Union LLC.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Master Agreement for Consumer Reporting and Ancillary Services with Trans Union LLC for low-moderate income homeowner rehabilitation loan application approvals in the Knox County Home Rehabilitation (KCHR) Program is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Master Agreement for Consumer Reporting and Ancillary Services with Trans Union LLC for low-moderate income homeowner rehabilitation loan application approvals in the Knox County Home Rehabilitation (KCHR) Program shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MASTER AGREEMENT
FOR CONSUMER REPORTING AND ANCILLARY SERVICES

This Master Agreement for Consumer Reporting and Ancillary Services ("Agreement") is made and entered as of this date _____ (the "Effective Date"), by and between Trans Union LLC, with its principal place of business at 555 West Adams, Chicago, Illinois 60661 ("TransUnion"), and Knox County, Tennessee through it's Community Development Division, on behalf of itself and its Affiliates (as defined below), if any, with its principal place of business at 400 Main Street, Suite 364, Knoxville, Tennessee 37902 United States (Subscriber and all said Affiliates shall hereinafter be referred to collectively as "Subscriber"). In consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TransUnion and Subscriber hereby agree as follows:

1. Scope of Agreement; TransUnion Credentialing Standards.

1.1 This Agreement applies to any of those information services which Subscriber may desire to receive from TransUnion and which TransUnion offers to Subscriber. Such information services shall herein be collectively referred to as "Services" and all information derived therefrom shall be collectively referred to as "Services Information".

1.2 Affiliates. Subscriber enters into this Agreement on behalf of itself and its affiliates under common ownership and control, as identified on the attached Exhibit A ("Affiliates"), which may be amended by Subscriber from time to time to add and/or delete Affiliates upon written notice to TransUnion.

1.3 This Agreement consists of the general terms and conditions set forth in the body of this Agreement ("General Terms"), Exhibit A ("Affiliates") and Exhibit B ("Fair Isaac Scores"). If there is a conflict between the General Terms and the terms of Exhibit A, the General Terms shall prevail; if there is a conflict between the General Terms and the terms of Exhibit B, Exhibit B shall prevail solely with respect to the FICO Scores as defined in Exhibit B.

1.4 Subscriber acknowledges that TransUnion will permit Subscriber to access the Services only if Subscriber meets, and continues to meet, the credentialing standards reasonably established by TransUnion from time to time. Subscriber shall cooperate with TransUnion's credentialing procedures as may be reasonably required by TransUnion. Subscriber shall immediately notify TransUnion of any change in the information provided by Subscriber in its TransUnion membership materials, including any change in control or ownership or control. If TransUnion determines, in its sole discretion, that Subscriber does not meet or continue to meet TransUnion's credentialing standards, TransUnion may immediately suspend and/or terminate Subscriber's access to the Services or this Agreement.

2. Subscriber's Business. Subscriber certifies that the nature of Subscriber's business is as described by Subscriber in Subscriber's customer membership materials. Subscriber certifies that Subscriber is not a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TransUnion for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer.

3. Consumer Reporting Services.

3.1 Consumer Report Information. TransUnion makes certain consumer report information services from its consumer reporting database ("Consumer Report Information") available to its customers who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").

3.2 FCRA Penalties. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

3.3 Subscriber Certifications. Subscriber certifies that it shall request Consumer Report Information solely for Subscriber's exclusive one-time use and use such information solely for the permissible purpose(s) set forth below in Sections 3.4 – 3.7, and for no other purpose, subject however, to the additional restrictions set forth herein. If requested by TransUnion, and in addition to the general certification set forth herein, Subscriber agrees to, and shall, individually certify the permissible purpose for each Consumer Report Information it requests. Such individual certification shall be made by Subscriber pursuant to instructions provided from time to time by TransUnion. For purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA.

3.4 Consumer Report Information - Permissible Purpose(s):

- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the

consumer.

- In connection with the underwriting of insurance involving the consumer.
- Pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information, and will contain at a minimum the subject's name, address, social security number (where available) and signature. Subscriber further agrees to retain copies of all such written authorizations for a minimum of five (5) years from the date of inquiry, and make such written authorizations available to TransUnion upon request. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase Consumer Report Information for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party, and Subscriber expressly agrees to refrain from such conduct.
- For employment purposes, in which case Subscriber shall request only a TransUnion service expressly designed for employment purposes ("Employment Report"). Subscriber further certifies that it shall not request an Employment Report unless and subject to the following conditions:

  A. A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report Information is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;

  B. The consumer has authorized in writing the procurement of the Employment Report;

  C. Information from the Employment Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation;

  D. The Employment Report will only be used once; and,

  E. Before taking adverse action in whole or in part based on the Employment Report, Subscriber shall provide the consumer with a copy of the Employment Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau ("CFPB"), which form notice shall be supplied to Subscriber by TransUnion either with each report, or one time in print format, in which case Subscriber agrees to duplicate and provide said form notice to the consumer as required hereunder.

- To use the Consumer Report Information as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of, the credit or prepayment risks associated with an existing credit obligation.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information in connection with a business transaction that is initiated by a consumer.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account.

**** The following certifications are available for use by Government Agencies only ****

- To use the Consumer Report Information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.
- Subscriber is the head of a state or local child support enforcement agency (or state or local government official authorized by the head of such an agency), and on each request the Subscriber certifies that:

  A. The Consumer Report Information is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;

  B. The paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with state laws under which the obligation arises (if required by those laws);

  C. The Consumer Report Information will be kept confidential, will be used solely for a purpose described in subparagraph (A) above, and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.

- Subscriber is an agency administering a state plan under Section 454 of the Social Security Act (42 U.S.C. 654) and will use the information to set an initial or modified child support award.

3.5 Account Review/Account Monitoring Certification. In the event that Subscriber requests Consumer Report Information for account review or monitoring purposes, whether batch or on-line, Subscriber shall make such requests solely for review or monitoring of Subscriber's own open accounts and/or closed accounts with balances owing, and for no other purpose. Subscriber shall notify TransUnion in a mutually acceptable format of the review or monitoring methods and criteria desired, and of any desired changes to or deletion of any individual monitoring set, and shall delete individual monitoring sets on any consumers if Subscriber ceases to have a permissible purpose to receive Consumer Report Information on such consumers. When Subscriber requests information as a potential investor or servicer, or current insurer, in connection with a valuation of or an assessment of the credit or prepayment risks associated with an existing credit obligation, Subscriber shall first obtain the prior written consent of the current account owner or servicer of such accounts and make a copy of such consent available to TransUnion.

3.6 Prescreening Certifications. Provided that Subscriber meets all TransUnion reporting requirements for prescreening customers as may be established by TransUnion from time to time, TransUnion, upon request by Subscriber, agrees to extract names from TransUnion's central computer file of credit information, or to screen names of individuals contained on a base list mutually acceptable to TransUnion and Subscriber, in accordance with selection criteria as specified by Subscriber and acceptable to TransUnion ("Prescreen Services"). Prescreen Services may include scores, attributes and/or other appends as mutually agreed. Each such request for prescreened names, including, but not limited to, such criteria associated with each such request, is hereby incorporated into this Agreement by reference.

3.6.1 Format and Delivery. TransUnion shall supply, and deliver to Subscriber, such Prescreen Services in the form of prescreened lists ("Prescreened Lists"), in a mutually agreed upon format. TransUnion will be responsible for the computer programming of the selection criteria specified by Subscriber.

3.6.2 Third Party Processors. Subscriber shall notify TransUnion, in writing, whether it intends to have a designated third party processor ("Processor") perform further processing of Prescreened Lists to further refine the selection. Upon such notification, TransUnion shall deliver such Prescreened Lists to Subscriber's designated Processor provided said Processor has been approved by TransUnion and has executed an agreement for processing with TransUnion. Subscriber shall so notify TransUnion in writing in conjunction with each prescreen request as to whether Subscriber intends to so utilize Processor. Subscriber certifies that neither the criteria used to select the names nor the tape nor media layout description of the attributes will be disclosed by Subscriber to Processor. Subscriber certifies that it will not request or receive from Processor any names of consumers other than those to which it will make a firm offer of credit or insurance, as defined by the FCRA ("Firm Offer"). Moreover, Subscriber shall require that Processor provide to TransUnion, in a mutually agreed upon format, clearly labeled media identifying all consumers on such refined Prescreened List so that TransUnion can post inquiries to its files on such consumers as required by law. Subscriber shall require that Processor provide such media to TransUnion upon completion of such further processing but in no event later than seventy-five (75) days after Processor's receipt of the media from TransUnion.

3.6.3 Subscriber Solicitation and Use of the Prescreened Lists. Except as otherwise mutually agreed, Subscriber will be responsible for preparation of solicitation materials and all other communications to be made with prescreened individuals. Subscriber hereby certifies that it will extend a Firm Offer of credit or insurance to each and every individual named on the Prescreened List, or Processor-refined Prescreened List, and that such offer will not be withdrawn or withheld after the offer is made, except as permitted by the FCRA. Subscriber further agrees to make available to TransUnion upon request a sample or draft of the mail piece or telemarketing script in which the Firm Offer will be made, and TransUnion may refuse to provide Prescreened Lists if TransUnion has a good faith belief that the proposed offer is not a Firm Offer of credit or insurance. However, notwithstanding this right to review the mail piece or script, TransUnion shall have no liability for failure of such mail piece or script to comply with applicable law, including, but not limited to, the FCRA.

3.6.4 Use Restrictions. Such information shall not be revealed or made available, in whole or in part, to any person except employees of Subscriber or Processor who have a need to know as expressly authorized under this Agreement. In no event shall the Prescreened Services be used for the processing of credit applications or underwriting insurance in the normal course of business. Except solely to the extent necessary to utilize such Prescreened Lists pursuant to the terms and conditions of this Agreement, Subscriber shall not copy the Prescreened Lists, or any portion thereof, without TransUnion's prior written consent, nor grant any other person or entity the right to do so. Moreover, Subscriber is not granted any ownership rights or title to the Prescreened Lists or to any information contained in any and all such Prescreened Lists.

3.7 Instant Decision Processing. TransUnion offers a suite of automated instant decision processing tools that:

(i) determine whether a consumer qualifies for requested products or service, made available subject to the permissible certifications in Section 3.4, above; (ii) reviews existing customers for possible action on an account, made available subject to Section 3.5, above; or, (iii) performs a prescreen of an individual's consumer credit file against pre-determined credit criteria, made available subject to Section 3.6, above (collectively, "Instant Decision Processing").

3.7.1 TransUnion has developed a service that allows its customers electing Instant Decision Processing services to retrieve, through the Internet, the instant decision screen and Consumer Report Information, if applicable, generated as a result of a previously processed instant credit decision transaction ("Previous Instant Credit Decision"). Consumer Report Information will be limited for decisions relating to prescreening. TransUnion may make the Previous Instant Credit Decision available to subscribers electing Instant Decision Processing services. TransUnion, for each individual instant credit decision transaction requested by Subscriber, shall exercise reasonable efforts to retain, on behalf of Subscriber, the Previous Instant Credit Decision which was originally delivered to Subscriber for a period of thirty-five (35) days from such instant credit decision transaction.

3.7.2 Subscriber hereby represents and warrants that, for each individual instant credit decision transaction for which Subscriber utilized Previous Instant Credit Decision, Subscriber shall use the Previous Instant Credit Decision solely: (i) for the specific permissible purpose, pursuant to the FCRA, for which Subscriber requested such individual instant credit decision transaction; and, (ii) solely in conjunction with such particular individual instant credit decision transaction. Subscriber shall not use Previous Instant Credit Decision for any other purpose whatsoever.

3.8 California Certification. If Subscriber is a retailer who uses Consumer Report Information in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act and all amendments thereto, then Subscriber shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the applicant's photo identification prior to requesting Consumer Report Information. Subscriber shall identify to TransUnion, either by subscriber code or by flag on the affected inquiry when it requests Consumer Report Information for an in-person credit application.

3.9 Vermont Certification. Subscriber agrees to comply with Vermont law when requesting a consumer report on a Vermont resident. Subscriber expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.

4. Ancillary Services.

4.1 Fraud Prevention Services. TransUnion offers several fraud prevention services that evaluate inquiry input elements against other input elements and/or against proprietary databases to identify potential discrepancies and/or inaccuracies. Fraud prevention service messages may be delivered with Consumer Report Information as a convenience, but are not part of a consumer's file nor are they intended to be consumer reports. In the event Subscriber obtains any fraud prevention services from TransUnion in conjunction with Consumer Report Information or as a stand-alone service, Subscriber shall not use the fraud prevention services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, employment, or for any other purposes under the FCRA. Moreover, Subscriber shall not take any adverse action against any consumer that is based in whole or in part on the fraud prevention services. As a result of information obtained from the fraud prevention services, it is understood that Subscriber may choose to obtain additional information from one or more additional independent sources. Any action or decision as to any individual, which is taken or made by Subscriber based solely on such additional information obtained from such additional independent source(s) shall not be deemed prohibited by this Section 4.1.

4.2 Reference Services.

4.2.1 TransUnion offers a suite of reference services from sources other than its Consumer Reporting Database ("Non-CRD Reference Services"), which it may make available to Subscriber under the terms of this Agreement. Subscriber shall not use Non-CRD Reference Services for marketing purposes without the prior written consent of TransUnion.

4.2.2 TransUnion also offers the suite of reference services from its Consumer Reporting Database ("CRD Reference Services"). If Subscriber desires to receive CRD Reference Services, Subscriber hereby certifies that the specific purpose(s) for which the CRD Reference Services will be requested, obtained and used by Subscriber is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the Gramm-Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated thereunder. Subscriber shall not request, obtain or use such CRD Reference Services for any other purpose.

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with servicing or processing a financial product or service requested or authorized by the consumer;
- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with maintaining or servicing the consumer's account with Subscriber and Subscriber is a financial institution;
- With the consent or at the direction of the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer; or,
- For use solely in Subscriber's fiduciary or representative capacity on behalf of the consumer.

4.2.3 For purposes of this Agreement, the term "Reference Services" shall be deemed to include both Non-CRD Reference Services and CRD Reference Services. Subscriber shall not take any adverse action against any consumer that is based in whole or in part on the Reference Services.

4.3 Depersonalized Data Services. From time to time, Subscriber may desire to obtain depersonalized data ("Data Services") identified in a Data Services request form or other mutually agreed upon document signed by an authorized representative of Subscriber ("Data Services Request" or "DSR"). Subscriber represents and warrants that Subscriber shall use any and all Data Services received pursuant to this Agreement solely for one or more of the following purposes:

A. Determination of the validity of an existing risk score model or of certain data attributes, when such model or attributes will be used in conjunction with the evaluation of consumer credit information received and used under this Agreement;

B. Building Subscriber's own consumer credit information-based model which model shall be used solely in conjunction with the evaluation of consumer credit information received and used under this Agreement;

C. Review and validation of Subscriber's policies relating to credit eligibility or any other permissible purpose under the FCRA, which policies Subscriber shall use in conjunction with evaluating consumer credit information received and used under this Agreement;

D. Determination of the qualitative value of consumer credit information TransUnion provides under this Agreement; or,

E. Other appropriate purpose as agreed to by TransUnion and Subscriber in an applicable DSR.

4.3.1 Subscriber shall not use Data Services for any other purpose and shall take no action as to any individual consumer as the result of the Data Services received under this Agreement. With respect to each request for Data Services, Subscriber represents and warrants that: (i) it does not have the ability to match the Data Services to the identity of any consumer; (ii) it shall make no attempt to obtain data permitting it to match the Data Services to the identity of any consumer; (iii) it will not accept any information from any third party that permits such a match; and, (iv) it will make no such match.

4.4 TransUnion Scores. Subscriber may request, in writing, that TransUnion provide certain TransUnion scores to Subscriber, which shall include the VantageScore (collectively, "TransUnion Score(s)"), in connection with the delivery of a consumer report obtained hereunder or in connection with the delivery of Data Services under Section 4.3. TransUnion agrees to perform such processing as reasonably practicable. Subscriber shall use TransUnion Scores provided in connection with the delivery of a consumer report only in accordance with its permissible purpose under the FCRA certified at the time of its request for such TransUnion Scores. Subscriber will request TransUnion Scores only for Subscriber's exclusive use. Subscriber may store TransUnion Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the TransUnion Scores.

4.4.1 Adverse Action Factors. Subscriber recognizes that factors other than the TransUnion Score may be considered in making a decision as to a consumer. Such other factors include, but are not limited to, the credit report, the individual account history, application information, and economic factors. TransUnion may provide score reason codes to Subscriber which are designed to indicate the principal factors that contributed to the TransUnion Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). The TransUnion Score itself, when accompanied by the corresponding reason codes, may also be disclosed to

the consumer who is the subject of the TransUnion Score. However, the TransUnion Score itself may not be used as the reason for adverse action under Reg. B.

4.4.2 Use of TransUnion Scores for Model Development or Model Calibration. TransUnion Scores obtained in conjunction with Data Services under Section 4.3 for the purpose of model development or model calibration, may be used for model development or model calibration in compliance with the following conditions: (i) the TransUnion Scores may only be used as an independent variable in custom models; (ii) only the raw depersonalized TransUnion Score and TransUnion Score segment identifier may be used in modeling (i.e. no other TransUnion Score information may be used, including, but not limited to, adverse action reasons, documentation, or scorecards); and, (iii) Subscriber's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Subscriber, using TransUnion Scores, will be kept confidential and not disclosed to any third party except to: (a) Subscriber's third party processing agents and other contractors of Subscriber who have executed an agreement that limits the use of the TransUnion Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (b) to governmental regulatory agencies; and/or, (c) as required by law. In no event may Subscriber reverse engineer the TransUnion Scores.

4.4.3 Confidentiality of TransUnion Scores. The TransUnion Score is proprietary to TransUnion and shall not be disclosed to any other third party without TransUnion's prior written consent, except as expressly permitted herein or where clearly required by law. All TransUnion Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, or reproduced, and may never be disclosed, revealed or made accessible, in whole or in part, to any Person (as defined herein), except: (i) to those employees of Subscriber with a need to know and in the course of their employment; (ii) to those agents and contractors of Subscriber who have a need to know in connection with Subscriber's use of the TransUnion Scores as permitted hereunder and who have executed a written agreement that limits the use of the TransUnion Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the TransUnion Score, when in connection with an adverse action notice; (iv) to governmental regulatory agencies; (v) to ratings agencies, dealers, investors and other third parties for the purpose of evaluating assets or investments (e.g., securities) containing or based on obligations of the consumers to which the TransUnion Scores apply (e.g., mortgages, student loans, auto loans, credit cards), provided that (a) Subscriber may disclose TransUnion Scores only in aggregated formats (e.g., averages and comparative groupings) that do not reveal individual TransUnion Scores, (b) Subscriber shall not provide any information that would enable a recipient to identify the individuals to whom the TransUnion Scores apply, and (c) Subscriber shall enter into an agreement with each recipient that limits the use of the TransUnion Scores to evaluation of such assets or investments; or, (vi) as required by law. Subscriber shall not, nor permit any third party to, publicly disseminate any results of the validations and/or other reports derived from the TransUnion Scores without TransUnion's prior written consent. For the purpose of this Section 4.4.3, "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a trust, a joint venture, an unincorporated organization and any Government Authority. For the purpose of this Section 4.4.3, "Government Authority" means any national, provincial, state, municipal, local or foreign government, ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.

4.4.4 TransUnion Scores without score factors / adverse action codes. TransUnion Scores without score factors / adverse action codes may be made available to Subscriber in conjunction with Subscriber's request for Consumer Report Information. Subscriber hereby represents and warrants that when Subscriber requests TransUnion Scores without score factors / adverse action codes, Subscriber shall not use such TransUnion Scores, nor any information derived therefrom: (i) to take any adverse action as to any individual consumer; or, (ii) except for prioritization of collection of a credit account, in connection with the collection of a credit account, where such use is consistent with the permissible purpose certified by Subscriber to obtain such TransUnion Score(s).

4.4.5 TransUnion Score Performance. Certain TransUnion Scores are implemented with standard minimum exclusion criteria. TransUnion shall not be liable to Subscriber for any claim, injury, or damage suffered directly or indirectly by Subscriber as a result of any Subscriber requested changes to the exclusion criteria which result in normally excluded records being scored by such TransUnion Scores. TransUnion warrants that the scoring algorithms used in the computation of the scoring services provided under this Agreement ("Models"), are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the TransUnion Scores when applied to the population for which they were developed, and that no scoring algorithm used by a TransUnion Score uses a "prohibited basis" as defined in ECOA and Reg. B promulgated thereunder. The TransUnion Score

may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.

4.5 Third Party Scores and Other Third Party Services. TransUnion has the capability to offer certain non-TransUnion owned scores derived from models built jointly with third parties, and other services provided by third parties, which are subject to separate warranties offered or terms imposed by such third parties. If desired by Subscriber, such third party scores and services shall be made available pursuant to a separate agreement or pursuant to an addendum or Exhibit to this Agreement. For the avoidance of doubt, those FICO Scores provided by TransUnion to Subscriber pursuant to Exhibit B are third party scores and do not constitute TransUnion-owned Services.

4.6 TruVision OFAC Screen. TransUnion, as a stand-alone service, in conjunction with Consumer Report Information or as an append to an ancillary service, has the capability to offer an indicator in the event a consumer's name, as supplied by Subscriber to TransUnion on input and not as may be found on TransUnion's database(s), appears on the United States Department of Treasury Office of Foreign Asset Control File ("OFAC File"). In the event Subscriber obtains TruVision OFAC Screen services from TransUnion in conjunction with Consumer Report Information or as an append to an ancillary service, Subscriber shall be solely responsible for taking any action that may be required by federal law as a result of a potential match to the OFAC File, and shall not deny or otherwise take any adverse action against any consumer which is based, in whole or in part, on TransUnion's TruVision OFAC Screen services.

5. Additional Terms and Conditions.

5.1 Confidentiality. Subscriber shall hold all Services Information in confidence and shall not disclose such information, in whole or in part, to any person except: (i) as required by law (e.g., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Subscriber shall provide TransUnion with ten (10) days prior written notice before the disclosure of such information pursuant to this Section 5.1; (ii) its employees that have a need to know in connection with its use of the Services Information as permitted under this Agreement; or, (iii) its authorized agents who have a need to know in connection with its use of the Services Information as permitted under this Agreement and who are bound by written obligations sufficient to limit use of such Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. However, none of the foregoing restrictions shall prohibit Subscriber from disclosing to the subject of the Consumer Report Information, who is the subject of an adverse action, the content of the Consumer Report Information as it relates to any such adverse action. Moreover, information provided by TransUnion in connection with information security, due diligence, or similar Subscriber questionnaire(s) shall be deemed TransUnion confidential information and maintained confidential by Subscriber in the same manner as Services Information. The foregoing obligations of confidentiality with respect to Services Information shall in all instances prevail over contrary or less stringent obligations of confidentiality entered between the parties.

5.2 Safeguards. Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") designed to: (i) ensure the security and confidentiality of non-public personal information as such term is defined under GLB ("NPI"); (ii) protect against anticipated threats or hazards to the security or integrity of NPI; and, (iii) protect against unauthorized access or use of NPI that could result in substantial harm or inconvenience to any consumer. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the NPI from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring any Subscriber intentional deletion, destruction and/or disposal of NPI (whether in paper, electronic, or any other form, and regardless of medium on which such NPI is stored) is performed in a manner so as to reasonably prevent its misappropriation or other unauthorized use including, but not limited to, cross-shredding printed information and pulverizing or incinerating tapes, disks and other such non-paper media.

5.3 Authorized Requests. Subscriber shall use the Services and Services Information: (i) solely for the Subscriber's certified use(s); (ii) solely for Subscriber's exclusive one-time use; and, (iii) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by Subscriber's designated and authorized employees and agents having a need to know and only to the extent necessary to enable Subscriber to use the Services and Services Information in accordance with this Agreement, and, with respect to agents, only by those who are bound by written obligations sufficient to limit use of such Services and Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. Subscriber shall endeavor to ensure that such Subscriber designated and authorized employees and agents shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.

5.4 Rights to Services. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services and Services Information, or any confidential or proprietary criteria developed or used by TransUnion relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement the entire right, title and interest in and to the Services and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created by TransUnion in its performance of the Services, shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Subscriber under this Agreement. Subscriber acknowledges that any misappropriation or threatened misappropriation of TransUnion's rights in and to the Services and other TransUnion intellectual property, or any breach or threatened breach of the foregoing restrictions, may cause immediate and irreparable injury to TransUnion, and in such event, TransUnion shall be entitled to seek injunctive relief, without the necessity to post bond, in addition to any and all other remedies available at law or in equity. Nothing stated herein will be construed to limit any other remedies available to TransUnion under this Agreement including, but not limited to suspension and/or termination.

5.5 Compliance with Laws. Each party hereto shall be responsible for its own compliance with all applicable federal and state legislation, regulations and judicial actions, including, but not limited to, FCRA, GLB and all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, as now or as may become effective, to which it is subject. Changes in the performance of TransUnion's obligations under this Agreement necessitated by TransUnion's good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights, shall not constitute a breach of this Agreement.

5.5.1 Death Master File. Data provided by TransUnion as part of Services may include information obtained from the Death Master File ("DMF") made available by the US Department of Commerce National Technical Information Service and subject to regulations found at 15 CFR Part 1110. Subscriber shall comply with all applicable laws including, with respect to DMF data, 15 CFR Part 1110. Recipients of DMF data that fail to comply with 15 CFR Part 1110 may be subject to, among other things, penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

5.6 Fees and Payments. Subscriber agrees to pay the fees and charges for Services provided to Subscriber under this Agreement. Such pricing is hereby incorporated into this Agreement by reference. Any periodic and/or minimum Subscriber fees under this Agreement are non-refundable, in whole or in part, in the event of a termination of this Agreement. TransUnion reserves the right to change the fees and charges from time to time, but no change in such charges shall become effective as to the Subscriber earlier than thirty (30) days after written notice thereof shall have been given by TransUnion to Subscriber. Subscriber shall pay all taxes, duties and/or other charges of any kind imposed by any federal, state, or local governmental entity for the Services, Services Information, or both, provided under this Agreement unless they provide a valid tax exemption certificate However, Subscriber shall not be responsible for taxes imposed upon TransUnion by any federal, state or local authority against the gross income of TransUnion.

5.6.1 In addition, in the event that TransUnion's cost of rendering Services increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TransUnion may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to TransUnion's customers; (ii) TransUnion will provide sixty (60) days prior written notice to Subscriber prior to implementing any new surcharge; and, (iii) any surcharge will be applied only to Services pertaining to consumers in the geographic area affected by the law, ordinance or other regulatory, administrative or governmental ordinance or other regulatory, administrative or governmental act. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.

5.6.2 TransUnion shall provide invoices to Subscriber and Subscriber shall pay such invoices within thirty (30) days receipt of the invoice.

5.7 Term, Termination and Survival. The term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by any party hereto for any reason whatsoever by providing thirty (30) days prior written notification to the other party. Moreover, without limiting any other remedies to which either party may be entitled, if a party, in good faith, determines that the other party has materially breached any of

its obligations under this Agreement, such party shall provide written notice to the other party of such determination. The breaching party shall have thirty (30) days to cure any alleged breach, provided that such breach is curable. If the breaching party fails to cure within thirty (30) days of receiving such written notice or if such breach is not curable, the non-breaching party shall have the right to immediately suspend its performance, in whole or in part, under this Agreement, immediately terminate this Agreement, or both.

5.7.1 The foregoing notwithstanding, TransUnion reserves the right, at TransUnion's sole option, to immediately suspend its performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, if TransUnion, in good faith and in its sole discretion, determines that: (i) the requirements of any law, regulations and/or judicial action have not been met; (ii) as a result of any new, or changes in existing, laws, regulations, and/or judicial actions, that the requirements of any law, regulation and/or judicial action will not be met; (iii) the use of the Services is the subject of litigation or threatened litigation by any governmental agency; (iv) any product, process, or both, including, without limitation, any software, information, data, or other material, as well as any intellectual property rights embodied by any or all of the foregoing (whether licensed to, owned by, or otherwise controlled by, TransUnion), and necessary (as reasonably demonstrated by TransUnion) for the provision of the Services to Subscriber is/are enjoined, likely to be enjoined (in TransUnion's counsel's written opinion), or the licenses thereto is/are otherwise terminated by the licensing entity; and/or, (v) any combination of the foregoing.

5.7.2 With the exception of TransUnion's obligation, if any, to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.

5.8 Warranty.

5.8.1 TransUnion Limited Warranty. TransUnion represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, TransUnion shall exercise commercially reasonable efforts to re-perform the applicable Services which are not in compliance with the above warranty, provided that: (i) TransUnion receives written notice of such breach within ten (10) days after performance of the applicable Services; and (ii) the Services are able to be re-performed. TransUnion, in the event it cannot re-perform such Services, shall refund the fees paid by Subscriber for the applicable Services which are not in compliance with the above warranty. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT TRANSUNION'S SOLE AND EXCLUSIVE OBLIGATION, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS SECTION 5.8.1. TRANSUNION DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 5.8.1 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF TRANSUNION IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.**

5.8.2 Subscriber represents and warrants that: (i) it has the authority to enter into and perform under this Agreement; (ii) it has the right to give to TransUnion the rights set forth in this Agreement; and, (iii) it has the right to provide any and all information including, but not limited to, data obtained from third parties, to TransUnion, and to allow TransUnion to provide the same to TransUnion’s subcontractors, for use in performance of the Services.

5.9 Joint Efforts with Respect to Defenses. The parties anticipate the nature of their relationship under this Agreement will present various common legal and factual issues in the event the parties are subject to third party claims arising from this Agreement, thus making it essential or advisable to engage in joint efforts with respect to the defense of any such claim(s). In this regard, the parties agree to work together in good faith with respect to the defense of any such claim(s) without waiving applicable rules of privilege and confidentiality.

5.10 Indemnification for Intellectual Property Infringement. TransUnion, subject to the limitations of liability contained herein, will defend and indemnify Subscriber against a third party claim that any TransUnion-owned Services infringe a United States patent, copyright, trademark, trade secret or other United States intellectual property rights of a third party, provided that: (i) Subscriber gives TransUnion prompt written notice of any such claim of which it has knowledge; (ii) TransUnion is given full control over the defense of such claim and all related settlement negotiations; and, (iii) Subscriber provides TransUnion with the assistance, information and authority necessary to perform TransUnion’s obligations under this Section 5.10. Reasonable out-of-

pocket expenses incurred by Subscriber in providing such assistance will be reimbursed by TransUnion. If any such claim of infringement has occurred or in TransUnion's opinion is likely to occur, then TransUnion may, at its option and expense: (i) use commercially reasonable efforts to procure for Subscriber the right to use the infringing Services; (ii) replace or modify the infringing portion of the Services so that it is no longer subject to any infringement claim, or, (iii) if the foregoing, in TransUnion's reasonable determination, is not practicable, TransUnion shall so notify Subscriber of such determination and Subscriber shall have the right to immediately terminate this Agreement. TransUnion shall have no obligation under this Section 5.10 to indemnify or defend Subscriber against a lawsuit or claim of infringement to the extent any such claim or lawsuit results from: (i) other material which is combined with or incorporated into the Services; (ii) any substantial changes or alterations to the information provided as part of the Services by Subscriber; (iii) any misuse or unauthorized use of the Services which, but for Subscriber's misuse or unauthorized use of the Services, such claim would not have occurred; or, (iv) required compliance by TransUnion with design documentation or specifications originating with, specified by or furnished by or on behalf of Subscriber. **THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF TRANSUNION AND THE SOLE AND EXCLUSIVE REMEDY OF SUBSCRIBER WITH RESPECT TO ANY PROCEEDINGS, CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSES INCURRED BY SUBSCRIBER RELATING TO THE INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE SERVICES AND THIS AGREEMENT.**

5.11 **Limitation of Liability. TRANSUNION'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY TRANSUNION ARISING FROM TRANSUNION'S NEGLIGENCE SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME. SUBSCRIBER'S SOLE LIABILITY, AND TRANSUNION'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY SUBSCRIBER ARISING FROM SUBSCRIBER'S NEGLIGENCE SHALL BE CAPPED AT THE FEES BILLED UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM. FOR ALL OTHER CLAIMS BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF SUCH OTHER PARTY'S BREACH OF THIS AGREEMENT, THE CULPABLE PARTY'S AGGREGATE TOTAL LIABILITY SHALL BE CAPPED AT SIX (6) TIMES THE AVERAGE MONTHLY FEES BILLED UNDER THIS AGREEMENT PRIOR TO THE FIRST SUCH CLAIM ARISING.**

5.11.1 **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

5.11.2 **ADDITIONALLY, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED, AND (II) IN NO EVENT SHALL ANY OF THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT APPLY TO LIMIT SUBSCRIBER'S LIABILITY TO PAY FEES AND CHARGES.**

5.12 Assignment and Subcontracting. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TransUnion may assign or transfer this Agreement to a wholly-owned subsidiary, in the event of a purchase of substantially all of TransUnion's assets, or in the event of a corporate form reorganization (e.g., LLC to C-Corporation), and Subscriber may assign or transfer its rights and/or obligations under this Agreement to any Affiliate of Subscriber identified on Exhibit A attached hereto. Moreover, TransUnion shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TransUnion under this Agreement; provided however, that such subcontracting shall not relieve TransUnion of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TransUnion's licensors, subcontractors and agents.

5.13 Security. Subscriber represents and warrants that: (i) all TransUnion-supplied identification codes (each a "User ID") and associated passwords (each a "Password") shall be kept confidential and secure (e.g., Subscriber shall ensure that Passwords are not stored on any desktop and/or portable workstation/terminal nor other storage and retrieval system and/or media, that Internet browser caching functionality is not used to store Passwords and that appropriate firewalls or other electronic barriers are in place); and, (ii) each User ID and Password shall be used solely by individuals Subscriber has authorized to use such User IDs and Passwords. In the event of any unauthorized use, misappropriation or other compromise of User IDs and/or Passwords, Subscriber shall promptly (but in no event later than forty-eight (48) hours after the occurrence of any of the foregoing) notify TransUnion by phone and in writing.

Subscriber shall fully cooperate with TransUnion in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any NPI or Consumer Report Information. Such cooperation shall include, but not necessarily be limited to, allowing TransUnion to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. Subscriber agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, agent's or contractor's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TransUnion's prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TransUnion trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TransUnion.

5.14 In the event Subscriber will utilize a third party intermediary or other agent or contractor for the purpose of transmitting requests for, receiving, archiving, storing, hosting, or otherwise performing processing of any kind related to, Services and/or Services Information, Subscriber shall ensure it has first entered into an agreement with such third party consistent with the requirements of this Agreement and prohibiting such third party's use of, and access to, the Services and Services Information for any purpose other than to the extent necessary to provide such services to Subscriber in compliance with the terms of this Agreement; provided, however, Subscriber shall not be permitted to engage a third party for such purposes without first obtaining TransUnion's written permission if such third party is one of the following entities or any of their affiliates: Experian Information Solutions, Inc., Equifax, Inc., Innovis Data Solutions, Inc., Fair Isaac Corporation, LexisNexis, ID Analytics, Inc., Clarity Services, Inc., Dun & Bradstreet, Inc., DataX Ltd., Verisk Analytics, Inc., PayNet, Inc., Corelogic, Inc., MicroBilt Corporation/PRBC, or any other entity that TransUnion deems to be its competitor. Subscriber shall be solely liable for such third parties' actions or omissions, including, but not limited to, any misappropriation or other compromise of User IDs and/or Passwords, any misappropriation and/or unauthorized disclosure of Services Information (including, but not limited to, consumer credit information), any security breaches, or any misuse of the Services Information in violation of this Agreement or applicable law. Furthermore, Subscriber understands and agrees that its third party intermediaries, agents and/or contractors shall not be entitled as a third party beneficiary or otherwise, to take any action or have any recourse against TransUnion in respect of any claim based upon any actual or alleged failure to perform under this Agreement.

5.15 No Waiver. No failure or successive failures on the part of either party, or its respective successors or permitted assigns, to enforce any covenant or agreement, and no waiver or successive waivers on the part of either party, or its respective successors or permitted assigns, of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its respective successors or permitted assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or permitted assigns.

5.16 Independent Contractors. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever between TransUnion and Subscriber. Moreover, no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party.

5.17 Construction and Severability. All references in this Agreement to the singular shall include the plural where applicable. Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5.18 Force Majeure. Neither party shall be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workers; failure of utilities; laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence within five (5) business days of such event or occurrence.

5.19 Audit Rights. During the term of this Agreement and for a period of three (3) years thereafter, TransUnion may, upon reasonable notice and during normal business hours, audit Subscriber's policies, procedures and records which pertain to this Agreement to ensure compliance with this Agreement.

5.20 No Presumption against Drafter. Each of the parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.

Governing Law; Venue; This Agreement shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Agreement shall exclusively be brought in Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consent to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum

5.21 Trademarks. Both Subscriber and TransUnion shall submit to the other party for written approval, prior to use, distribution, or disclosure, any material including, but not limited to, all advertising, promotion, or publicity in which any trade name, trademark, service mark, and/or logo (hereinafter collectively referred to as the "Marks") of the other party are used (the "Materials"). Such party, from whom approval is being requested, shall not unreasonably withhold its approval. Both parties shall have the right to require, at each party's respective discretion and as communicated in writing, the correction or deletion of any misleading, false, or objectionable material from any Materials. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that: (i) the other party's Marks are and shall remain the sole properties of the other party; (ii) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks; and, (iii) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, TransUnion shall have the right to disclose to third parties Subscriber's Marks to the extent they appear in consumer credit reports containing Subscriber's account information and/or inquiries without the prior written approval of Subscriber.

5.22 CFPB Notices. By signing this Agreement, Subscriber acknowledges receipt of a copy of the Consumer Financial Protection Bureau's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Consumer Financial Protection Bureau's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA". Any future updates to the forgoing notices will be accessible by Subscriber on TransUnion's website.

5.23 **Entire Agreement. THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TRANSUNION AND SUBSCRIBER AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THIS AGREEMENT SHALL NOT BE BINDING ON EITHER PARTY UNTIL SIGNED BY TRANSUNION. THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF SUBSCRIBER HAS DIRECT KNOWLEDGE OF ALL FACTS CERTIFIED AND THE AUTHORITY TO BIND SUBSCRIBER TO THE TERMS OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree that a facsimile or other electronic transmission of an unmodified image (e.g., transmission in a portable document format "pdf") of this fully executed Agreement shall constitute an original and legally binding document.

Trans Union LLC	**Knox County Tennessee, through its Community Development Division**
By:	By:
TransUnion Representative	Representative
Full Name	Glenn Jacobs
Title	Knox County Mayor Title
Date Signed	Date Signed

APPROVED AS TO LEGAL FORM

_____
Knox County Law Director

Contract #: 24-893

EXHIBIT A
AFFILIATES

Affiliates means, with respect to Subscriber, any entity at any time controlling, controlled by or under common control with such Subscriber, where such control means: (i) for corporate entities, direct ownership of 51% or more of the stock or shares entitled to vote for the election of the board of directors or other governing body of the entity; and, (ii) for non-corporate entities, direct ownership of 51% or more of the equity interest. Subscriber has such Affiliates, as listed on this Exhibit A, which Affiliates are authorized by Subscriber to access TransUnion consumer credit reports and/or ancillary services under Subscriber's code(s), pursuant to the terms and conditions of the Master Agreement. Subscriber shall notify TransUnion in writing of any additions to or deletions from this Exhibit A. Subscriber represents and warrants that it has the authority to enter into this Agreement on behalf of its Affiliates. Moreover, Subscriber represents and warrants that it shall insure that it has appropriate legal authority from each such Affiliate that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber certifies that all Affiliates participating under the Master Agreement shall be instructed as to their obligations under the Master Agreement, including but not limited to the certification of permissible purpose contained therein, if applicable. Therefore, Subscriber and each Affiliate shall be jointly and severally liable under the terms of this Agreement.

In the event Subscriber, or subsequently any Affiliate, assigns this Agreement to an Affiliate, then upon any and each such assignment, such assignee Affiliate hereby represents and warrants that it has the authority to assume all rights and obligations under this Agreement on behalf of itself and all other Affiliates listed below and that such assignee Affiliate further represents and warrants that it shall insure that it has appropriate legal authority from each of its Affiliates listed below that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber (or any such Affiliate, as applicable) shall promptly notify TransUnion in writing of any and each such assignment.

Affiliate Name	Physical Address, City, State and Zip Code

EXHIBIT B
FAIR ISAAC SCORES

This Exhibit for Fair Isaac Scores is entered into pursuant to the terms of that certain TransUnion Master Agreement for Consumer Reporting and Ancillary Services entered between TransUnion and Subscriber. In the event of a conflict between this Exhibit and the Agreement, the terms of this Exhibit shall govern solely with respect to FICO Scores.

1. This Exhibit governs the use by Subscriber of credit risk scores or insurance risk scores of Fair Isaac Corporation ("Fair Isaac") ("FICO Scores") Subscriber receives from TransUnion. From time to time, Subscriber may request that TransUnion provide FICO Scores (other than Archive Scores, as defined below), and TransUnion agrees to perform such processing as reasonably practicable, for each one of the following purposes requested: (a) in connection with the review of an on-line consumer report it is obtaining from TransUnion; (b) for the review of the portion of its own open accounts and/or closed accounts with balances owing that it designates; (c) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (d) for use as a selection criteria to deliver a list of names to Subscriber, or Subscriber's designated third party processor agent, for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance; or (e) [with respect to the insurance risk scores only], for use in connection with the underwriting of insurance involving the consumer. Subscriber shall use each such FICO Score only once and, with respect to FICO Scores other than Archive Scores, only in accordance with the permissible purpose under the FCRA for which Subscriber obtained the FICO Scores. Subscriber may store FICO Scores solely as required for regulatory compliance purposes and in no event shall Subscriber use such stored FICO Scores for any purpose whatsoever; provided, however, Subscriber may use for its internal Tracking purposes stored FICO Scores that have been provided to it for prescreening purposes under subsection (d) above. "Tracking' means the use of FICO Scores that were generated as part of the particular prescreening program for prospects who are provided with a firm offer of credit or insurance, solely: (y) in conjunction with processing responses from such prospects who wish to accept the prescreen firm offer of credit or insurance; and (z) for analysis performed to measure the results and success level of the solicitation program for which such FICO Scores were generated, including, but not limited to the FICO Score/response/non-response relationship.

2. Subscriber may also request that TransUnion provide FICO Scores that utilize archived, depersonalized, consumer report information ("Archive Scores") and TransUnion agrees to perform such processing as reasonably practicable. Subscriber shall use the Archive Scores solely to determine the validity of the FICO Scores for the benefit of Subscriber for the single project for which the Archive Scores were acquired, but for no other purpose and for no other entity. Determining validity of the FICO Scores consists solely of: (a) internal validation on Subscriber's own account performance data; (b) internal evaluation of the predictive strength of the FICO Scores as compared to other scores, (c) internal evaluation of the value of the FICO Scores as an internal component of custom models; and/or (d) establishing score cut-offs and strategies, as they relate to Subscriber's portfolios. Subscriber shall not make any attempt to link the Archive Scores to any information which identifies the individual consumers.

3. Subscriber acknowledges that the FICO Scores are proprietary to Fair Isaac and that Fair Isaac retains all intellectual property rights in the FICO Scores and the Model(s) (defined below) used by TransUnion to generate the FICO Scores. Fair Isaac grants to Subscriber, effective during the term of this Exhibit, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 1 or 2 above for which the FICO Scores were obtained, subject to the limitations set forth in this Exhibit, including, but not limited to the single use restrictions set forth above. Subscriber's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Subscriber hereby certifies that it will use each FICO Score (other than Archive Scores) only for a permissible purpose under the FCRA. Subscriber shall not attempt to discover, reverse engineer, or similar or emulate the functionality of the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted under this Exhibit, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above in Paragraph 2 of this Exhibit), model benchmarking, model calibration or any other purpose that may result in the replacement of or discontinued use of the FICO Scores. "Model" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by TransUnion.

4. Subscriber shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than a consumer as expressly provided for below in this Section 4) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac provides written consent in advance of such disclosure; and/or (c) but only to the extent, such third party is Subscriber's designated third party agent (so long as such third party agent is not TransUnion, Experian, Equifax or VantageScore) only for the uses of FICO Scores as expressly permitted above in Section 1 or 2 for which the FICO Scores were obtained by Subscriber; provided however that in either event (i.e., (b) or (c) above), Subscriber may make such disclosure or in the event of (c), direct TransUnion to deliver FICO Scores to such third party agent, only after Subscriber has entered into an agreement with the third party agent that (i) limits use of the FICO Scores to only the use permitted to Subscriber hereunder; (ii) obligates the third party agent to otherwise comply with the terms of this Exhibit; and (iii) names Fair Isaac as an intended third

party beneficiary of such agreement. Subscriber shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes. For the avoidance of doubt, Subscriber's participation in any FICO "open access program" or any "scores on statements" type program requires the execution of the TransUnion Open Access amendment to this Exhibit.

5. Subject to conditions which follow, Fair Isaac warrants that, as delivered to TransUnion, the Models used to produce the FICO Scores delivered hereunder are empirically derived and demonstrably and statistically sound. These warranties are conditioned on: (a) Subscriber's use of each FICO Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (b) Subscriber's compliance with all applicable federal, state and local laws pertaining to use of the FICO Scores, including Subscriber's duty (if any) to validate or revalidate the use of credit scoring systems under the Equal Credit Opportunity Act and its implementing Regulation B ("Reg. B") and (c) Subscriber's use of the FICO Scores otherwise remaining in compliance with the terms of this Exhibit. Fair Isaac also warrants that the credit scoring algorithm does not consider any "prohibited basis" as defined or restricted by Reg. B. FOR ANY BREACH OF THIS WARRANTY, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, AND FAIR ISAAC'S AND TRANSUNION'S ENTIRE LIABILITY, SHALL BE RECALCULATION OF THE FICO SCORES THAT FORMED THE BASIS OF SUCH BREACH. FAIR ISAAC AND TRANSUNION HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

6. IN NO EVENT SHALL SUBSCRIBER, TRANSUNION OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS EXHIBIT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO FAIR ISAAC'S OR TRANSUNION'S VIOLATION OF SUBSCRIBER'S INTELLECTUAL PROPERTY RIGHTS NOR SUBSCRIBER'S VIOLATION OF TRANSUNION'S OR FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING THE USE OR DISCLOSURE OF FICO SCORES IN VIOLATION OF THE TERMS OF THIS EXHIBIT). ADDITIONALLY, NEITHER TRANSUNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS EXHIBIT BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANSUNION'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY UNDER THIS EXHIBIT EXCEED THE AMOUNTS PAID UNDER THIS EXHIBIT DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS ($10,000.00), WHICHEVER AMOUNT IS LESS.

7. Upon prior written notice, Fair Isaac shall have the right to audit Subscriber to verify Subscriber's compliance with this Exhibit. Subscriber shall accommodate Fair Isaac in connection with such audit. Such accommodation shall include, but not be limited to on-site inspection of Subscriber's records, systems and such documentation as deemed reasonably necessary to demonstrate compliance with this Exhibit. TransUnion and Subscriber acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Subscriber further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.

8. This Exhibit constitutes the entire agreement among the parties hereto and supersedes all prior agreements, whether oral or written, express or implied, with respect to the FICO Scores. This Exhibit may not be amended except by written instrument signed by the duly authorized representatives of all parties.

Acknowledged:

Knox County Tennessee, through its Community Development Division

By: _____

Representative

Glenn Jacobs

Full Name

Knox County Mayor

Title

_____

Date Signed

PRICING EXHIBIT
to
Master Agreement for Consumer Reporting and Ancillary Services
and other service agreement(s) ("Service Agreements") in effect between
TransUnion LLC ("TransUnion") and Knox County Tennessee Community Development Division("Subscriber")

1. Subject to the terms and conditions of the Agreement(s), the following is the current pricing*:

Setup Fee (One-Time) - WAIVED	
Basic Monthly Service Fee – WAIVED	
TruVision Credit Report	$8.00 ea.
TruValidate ID Mismatch Alert	0.20 ea.
TruVision Credit Summary	0.20 ea.
TransUnion Direct (Website Fee)	0.20 ea.
Legislative Recovery Fee	$0.11 ea.
Colorado Surcharge	$0.73 ea.
(only charged on Colorado residents)	

2. The pricing contained herein shall ensure the benefit of Subscriber and those subsidiaries and affiliates of Subscriber, if any, identified below.

3. This pricing set forth above in Section 1 will begin on **26 JUNE 2025** and shall expire twelve (12) months thereafter on **25 JUNE 2026** If upon expiration the pricing has not been superseded by a new Pricing Exhibit, as provided for in the Services Agreement(s), then this pricing shall remain in effect on a month-to-month basis until so superseded. For all services not listed above in Section 1 and which are currently provided to Subscriber, the current applicable pricing, if expired or upon expiration, as applicable, shall remain in effect on a month-to-month basis until superseded by a new or additional Pricing Exhibit.

4. In the event that Subscriber is acquired by or merged with another entity, or Subscriber acquires another entity, and such acquisition or merger materially affects Subscriber's anticipated volumes, TransUnion reserves the right to modify this Pricing Exhibit upon 30 days prior written notice.

5. In addition, in the event that TransUnion's cost of rendering service increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TransUnion may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to TransUnion's customers; (ii) TransUnion will provide sixty (60) days prior written notice to Subscriber prior to implementing such surcharge; and (iii) any surcharge will be applied only to products and services pertaining to consumers in the geographic area affected by the change of law, ordinance or other regulatory, administrative, or governmental ordinance or other regulatory, administrative or governmental act. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.

6. This Pricing Exhibit contains TransUnion Confidential Information and is for the use by Subscriber only, and Subscriber shall not share this Confidential Information with any third party without the prior written consent of TransUnion.

*All pricing is on an individual automated transaction or inquiry basis unless otherwise noted.

*Pricing for joint transactions is double unless otherwise noted.

*Except for inquiries for Puerto Rico and Virgin Island consumers, all other prior foreign file surcharges are eliminated.

*Unless otherwise noted, the surcharge on Puerto Rico and Virgin Island transactions is $2.00 per individual automated transaction or inquiry on Credit Reports, Employment Credit Reports, Collection Credit Reports and Model Reports unless otherwise noted. Additional surcharges for local, state or federal laws may apply

RLA-17409 **R-25-6-505**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a program-based Subscription Agreement with Home for Life Design for the case management of services rendered to aging in place applicants in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development's (HUD) Older Adult Home Modification Program)

(Community Development)

Attachments

Resolution

Home for Life Subscription Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PROGRAM-BASED SUBSCRIPTION AGREEMENT WITH HOME FOR LIFE DESIGN FOR THE CASE MANAGEMENT OF SERVICES RENDERED TO AGING IN PLACE APPLICANTS IN THE KNOX COUNTY HOME REHABILITATION (KCHR) PROGRAM. (FEDERALLY FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) OLDER ADULT HOME MODIFICATION PROGRAM)

RESOLUTION: **R-25-6-505**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to enter into a program-based Subscription Agreement with Home for Life Design for the case management of services rendered to aging in place applicants in the Knox County Home Rehabilitation (KCHR) Program; and

WHEREAS, the Subscription Agreement sets forth the terms and conditions under which the services will be provided by Home for Life Design.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The program-based Subscription Agreement with Home for Life Design for the case management of services rendered to aging in place applicants in the Knox County Home Rehabilitation (KCHR) Program is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the program-based Subscription Agreement with Home for Life Design for the case management of services rendered to aging in place applicants in the Knox County Home Rehabilitation (KCHR) Program shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

HOME FOR LIFE DESIGN® SUBSCRIPTION PAYMENT TERMS

Upon registration, all clients of Home for Life Design® software must agree to our payment, and software terms & conditions. This ensures the protection of our IP and your agreement to not share, repurpose nor reproduce our product in any way or to any third parties without our consent.

SUBSCRIPTION PACKAGE: Enterprise Subscription Account: $3,300/year

- Includes (4) user seats
- Unlimited access for all users
- Unlimited clients & assessments
- Unlimited digital reports & PDF copy downloads
- Logo-branding features
- Data exports to CSV
- Monthly user collaboration calls

Account Contact: An electronic invoice will be emailed to the account contact at the beginning of each annual renewal period. Please provide the following for payment processing:

Organization Name*: Knox County, Government*

Account Contact's Full Name: *Knox County Grants and Community Development*

Email: *jen.aldrovandi@knoxcounty.org*

Mailing Address: *400 Main Street, Suite 364, Knoxville, Tennessee 37902*

Phone: *(865) 215-3942*

Fee Schedule & Payment Options: Payment on your annual subscription invoice will be "due upon receipt". Invoices paid via credit/debit card payment methods will incur an additional 3% transaction fee. All subscription invoices will have a URL link via QuickBooks to process payment. ACH transaction will avoid transaction fees.

Upon receipt of annual subscription invoice, a check from Knox County will be submitted via U.S. First Class Mail.

Subscription Renewals: At the subscription end date, subscribers can renew their annual account or choose to cancel. In the case of the latter, users will have 30 days to extract any account data before closure of the account.

Please acknowledge your agreement to the terms listed above by signing below.

Signature: _____

Title: Knox County Mayor

Date: _____

Home for Life Design® Privacy Statement

Revised and Updated June 1, 2024

Home for Life Design® is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Home for Life Design Website application and/or mobile application and governs data collection and usage. By using the Home for Life Design website application and/or mobile application, you consent to the data practices described in this statement. For the purposes of this document, "client" as used herein refers to an individual receiving home design services; "user" as used herein refers to one or more service providers providing home design services to the client.

Information Voluntarily Provided

Home for Life Design may collect personal information including your name, email, phone number and any other information that a user knowingly and actively provides when using or participating in any of Home for Life Design's services. Submitting voluntary information constitutes a user's consent to the use of the information for the legitimate business purposes described in this statement.

Information Automatically Collected

There is information about a user's computer hardware and software that is automatically collected by Home for Life Design. This information can include a user's: IP address, browser type, domain names, access times and referring Web site addresses. This information is used by Home for Life Design for legitimate business purposes including to operate the service, to maintain quality of the service, and to provide general statistics regarding use of the Home for Life Design Web site. Please keep in mind that if a user directly discloses personally identifiable information or information that is personally sensitive, this information may be collected and used by others. Note: Home for Life Design does not read any of your private online communications.

Use of your Personal Information

Home for Life Design collects and uses your personal information for legitimate business purposes including: to operate the Home for Life Design Web site and to deliver the services you have requested. Home for Life Design also uses your personally identifiable information to inform you of other products or services available from Home for Life Design and its affiliates. Home for Life Design may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. Home for Life Design does not sell, rent or lease its customer lists to third parties, however, Home for Life Design reserves the right to sell, rent, lease, or otherwise transfer anonymized aggregated data collected from users of the Home for Life Design application(s) Home for Life Design may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, Home for Life Design may share data with trusted H:6702414 June 1, 2024 partners to help us perform statistical analysis, send you email or postal mail, provide customer support, arrange for deliveries, or to service providers who may otherwise assist Home for Life Design in the performance of services. All such third parties are prohibited from using your personal information except to provide these services to Home for Life Design, and they

are required to maintain the confidentiality of your information. Home for Life Design does not collect, use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent. Home for Life Design keeps track of the Web sites and pages our customers visit within Home for Life Design, in order to determine what Home for Life Design services are the most popular. This data is used to deliver customized content and advertising within Home for Life Design to customers whose behavior indicates that they are interested in a particular subject area. Home for Life Design Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Home for Life Design or the site; (b) protect and defend the rights or property of Home for Life Design; and, (c) act under exigent circumstances to protect the personal safety of users of Home for Life Design, or the public.

Data Gathering

The application was designed to meet the PHI (Protected Health Information) De- Identification standards of HHS (U.S. Department of Health and Human Services) Safe Harbor provisions §164.514(b)(2). The application therefore does not prompt for any of the personal information belonging to the user's clients such as name, address, e-mail, phone number, etc. The user is responsible for ensuring no personally identifiable information belonging to the user's clients is entered into any of the text fields or uploaded images.

Use of Cookies

In some countries, Home for Life Design is prohibited to collect personally identifiable information via cookies, without your expressed consent. This section assumes that if such requirement is necessary, Home for Life Design has received such expressed consent. The Home for Life Design Web site use "cookies" to help you personalize a user's online experience. A cookie is a text file that is placed on a user's hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to a user 's computer. Cookies are uniquely assigned to a user, and can only be read by a web server in the domain that issued the cookie to a user. One of the primary purposes of cookies is to provide a convenience feature to save a user time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Home for Life Design pages, or register with Home for Life Design site or services, a cookie helps Home for Life Design to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Home for Life Design Web site, the information you previously provided can be retrieved, so you can easily use the Home for Life Design features that you customized. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser

Terms of Service and License Agreement

Last updated on January 30th 2023

Home for Life Design, Inc., a North Carolina Limited Liability Corporation, "Home for Life Design"), owns and/or operates the web pages available at www.Home for Life Design.com, and all sub-domains thereof (collectively, the "Site"). Access to and use of the software ("Software") including the Home For Life Design Home Assessment mobile app, and services ("Services") available on or through the Site are governed by this Terms of Service and License Agreement (this "Agreement").

THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY REFERENCED HEREIN, YOU MUST IMMEDIATELY LEAVE THE SITE AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY OF THE SERVICES OR SOFTWARE. BY ACCESSING OR USING THE SITE, SERVICES AND/OR SOFTWARE, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD, THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT, AND THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT.

If you are an individual paying subscriber, this Agreement is between you, individually, and Home for Life Design.

If you are an employee of a hospital, company, or other entity or organization that has subscribed to the Services and Software (an "Enterprise Subscriber") and has authorized you to use the Site, Services and Software (an "Authorized User"), this Agreement is an agreement between you and the Enterprise Subscriber, on the one hand, and Home for Life Design, on the other hand. Home for Life Design may seek recourse against you for any violation of the terms of this Agreement.

If you are entering into this Agreement on behalf of an Enterprise Subscriber, you represent that you have the authority to bind the Enterprise Subscriber to this Agreement, in which case references to "you" in this Agreement shall mean the Enterprise Subscriber. If you do not have such authority, you must not accept this Agreement and may not use the Site, Software or Services.

License

In consideration for your agreement to this Agreement and your payment of all applicable Fees (as defined below), Home for Life Design grants you a personal, limited, non-exclusive, non-sub-licensable, non-transferable, revocable license to access and make use of the Site, the Services and the Software, subject to the terms and conditions set forth in this Agreement. If you are an Enterprise Subscriber, you may permit such number of Authorized Users as has been agreed between you and Home for Life Design to access and make use of the Site, Services and Software.

You may access and use the Site, Services and Software solely for your own personal purposes and only in accordance with any instruction manuals, user guides and other documentation as made available by Home for Life Design from time to time ("Documentation").

If you are an Individual Subscriber or Enterprise Subscriber, the following restrictions apply.

You may not:

- (a) copy, modify or create derivative works based on the Site, Services, Software or Documentation, or any portion(s) of any of the foregoing (individually and collectively, "Home for Life Design IP");
- (b) distribute, transmit, publish or otherwise disseminate any Home for Life Design IP;
- (c) download or store any Home for Life Design IP except to the extent explicitly permitted on the Site;
- (d) transfer to any third party any of your rights under this Agreement;
- (e) access or use the Services, Software or Home for Life Design IP for the benefit of any third party;
- (f) access content or data not intended for you, log onto a server or account that you are not authorized to access, or otherwise violate or attempt to violate any security or authentication feature or measures of the Site, Software or Services;
- (g) attempt to access or derive the source code or architecture of any Software;
- (h) attempt to probe, scan or test the vulnerability of the Site, Services and/or Software, or any associated system or network, or to breach any security or authentication feature or measures of the Site, Software or Services, and if you are blocked by Home for Life Design from accessing the Site, Software or Services (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address);
- (i) interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting malicious software or computer code ("Malicious Code") to the Site or Services, load testing, overloading, "flooding," "spamming," "mail bombing," "crashing,";
- (j) email or otherwise transmit any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains any Malicious Code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person or entity; (v) constitutes unsolicited or unauthorized materials; or (vi) is otherwise objectionable;
- (k) automate access to the Site or the Services, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;
- (l) export or re-export any Home for Life Design IP;
- (m) use or access any Services, Software or Home for Life Design IP in order to build a competitive product, service or solution;
- (n) violate any applicable law or regulations in connection with your use of the Site, Services or Software;

- (o) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including, without limitation, an Enterprise Subscriber; or
- (p) permit any third party to do any of the foregoing.

Home for Life Design may offer certain Software, including certain interfaces, for download from the Site ("Ancillary Software"). Subject to the other terms and conditions of this Agreement, you may install and use Ancillary Software on computers owned, leased or otherwise controlled by you, solely for your personal use in conjunction with your authorized use of the Services. Upon expiration or termination of this Agreement for any reason, you shall cease any further use of the Ancillary Software and shall promptly destroy all copies thereof in your possession.

Certain Services or Software (including Ancillary Software) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Services or Software ("Specific Terms"). In such cases, the applicable Specific Terms will be made available to you and your access to and use of the relevant Services or Software will be contingent upon your acceptance of and compliance with such Specific Terms.

Registration and Security

By completing the registration process for any given Services, you are agreeing to subscribe to the selected Services, subject to the terms and conditions of this Agreement. You agree to provide Home for Life Design with accurate and complete registration information, and to promptly notify Home for Life Design in the event of any changes to any such information.

You shall be solely responsible for the security and proper use of all user IDs, passwords or other security devices used in connection with the Site, Software, and/or the Services, and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to or used by any other person or entity. You shall immediately inform Home for Life Design if there is any reason to believe that a user ID, password or any other security device issued by Home for Life Design has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way. Home for Life Design reserves the right (at its sole discretion) to request that you change your password(s) in connection with the Services, and you shall promptly comply with any such request.

You are solely responsible for all activity in connection with access to the Site, Software, and/or Services through your account or using your password, and for the security of your computer systems, and in no event shall Home for Life Design be liable for any loss or damages relating to such activity.

Enterprise Subscriber Responsibility for Authorized Users

Enterprise Subscribers shall ensure that the total number of Authorized Users does not exceed the maximum number of seats authorized by and purchased from Home for Life Design (each of which seats represents a unique (named) Authorized User). Authorized Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their seat, user name or right to use the Site, Services or Software to any third party. You, the Enterprise Subscriber, are solely responsible for the way your Authorized Users use the Site, Services and

Software, and for ensuring that all of your Authorized Users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by an Authorized User shall be deemed to be a violation thereof by you.

Fees and Payments

Unless you are an Enterprise Subscriber or Authorized User thereof, your access to or use of the Services and/or Software shall be contingent upon your payment of all applicable fees as described on the Site from time to time ("Fees"). Enterprise Subscribers shall pay the fees set forth in the invoice(s) rendered by Home for Life Design in accordance with the payment terms set forth therein.

Upon registering for Services, unless you are an Enterprise Subscriber or Authorized User thereof, you will be required to designate a valid credit card account. You hereby authorize Home for Life Design to charge to your designated account all Fees relating to the Services you select, and you agree to pay all such Fees in accordance with the applicable card member agreement terms and conditions.

Home for Life Design reserves the right to revise its Fees, including by increasing or adding new Fees, at any time on ten (10) days' notice. Such notice may be sent to you by email to your most recently provided email address or posted on the Site or by any other manner chosen by Home for Life Design in its commercially reasonable discretion. You will be deemed to have received any such notice that is posted on the Site on the day it was posted. Your use of the Services after the ten (10) day notice period constitutes your acceptance of the new or revised Fees. If you do not agree to the revised Fees, you may cancel your subscription by following the "View cancellation instructions" link below.

Continuous membership

To ensure uninterrupted service, all subscriptions to the Site, Software and Services are renewed automatically. However, you must pay the renewal fees through the Site within 30 days of notification by Home for Life Design. Failure to pay the renewal fees within 30 days will result in the immediate termination of the Software and Service. All subscriptions are renewed at the subscription level(s) in effect at the time the then-current subscription term ends.

Termination and Refund Policy

This Agreement shall continue until you cancel your subscription or until terminated by Home for Life Design. You may cancel your subscription at any time. View cancellation instructions at http://www.Home for Life Design.com. Except as may be expressly set forth herein, all Fees paid or accrued in connection with any Services are non-refundable, and Home for Life Design will not prorate any Fees paid for a subscription that is terminated before the end of its term.

Home for Life Design may deny you access to all or any part of the Services or terminate your account with or without prior notice if you engage in any conduct or activities that Home for Life Design determines, in its sole discretion, violate this Agreement or the rights of Home for Life Design or any third party, or is otherwise inappropriate.

Upon termination of your account(s), your right to use the Services and Software and to access the Site and any of its content will immediately cease. All provisions of this Agreement that by their nature

should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability and miscellaneous provisions.

Access to Services

You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to or access the Site or otherwise use the Services, including, without limitation, modems, hardware, software, internet service and telecommunications capacity. You shall be solely responsible for ensuring that such equipment and ancillary services are compatible with the Services and Software.

Mobile Services

The Site, Software, and Services include products and services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device, (ii) the ability to browse the Services and the Site from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that Home for Life Design may communicate with you regarding Home for Life Design and other entities by electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

User Content

You are solely responsible for all text, documents or other content or information uploaded, entered or otherwise transmitted by you in connection with your use of the Services and/or Software ("User Content"). User Content includes, among other things, any mistakes contained in the content or information transmitted by you. Home for Life Design has no obligation to monitor any User Content and shall have no liability to you or any other person or entity with respect thereto, including, without limitation, liability with respect to any information (including confidential information) contained in or apparent from any User Content. You warrant, represent and covenant that you own or have valid and enforceable permission to use all User Content, and that no User Content infringes, misappropriates or violates the rights of any person or entity or any applicable law, rule or regulation of any government authority of competent jurisdiction. Home for Life Design is not responsible for the loss, corruption or other changes to User Content. Without limiting the foregoing, any feature(s) of the Services and/or Software that may permit you to temporarily save or otherwise store certain User Content is offered for your convenience only and does not guarantee that the User Content will be retrievable. You are solely responsible for saving, storing and otherwise maintaining User Content including by maintaining backup copies of your User Content on appropriate independent systems that do not rely on the Services and/or Software.

By uploading or entering any User Content, you give Home for Life Design (and those it works with) permission to copy, store and use your User Content in connection with the provision of the Software and the Services.

Changes to Services or Terms

Home for Life Design reserves the right at any time to (i) change any information, specifications, features or functions of the Site, Services or Software, (ii) suspend or discontinue, temporarily or permanently, any or all of the Services, including the availability of any feature, database or content, or (iii) impose limits on certain features and Services or restrict access to parts or all of the Services in each case with or without prior notice and without any liability to you or any third party. Home for Life Design will use its commercially reasonable efforts to notify you of changes to the Services and/or Software that, in Home for Life Design's reasonable opinion, have the effect of materially and adversely diminishing the functionality of the Services to which you have subscribed.

Home for Life Design may from time to time update or revise this Agreement. If Home for Life Design updates or revises this Agreement, Home for Life Design will notify you either by email to your most recently provided email address, by posting the updated or revised Terms of Service and End User License Agreement on the Site or by any other manner chosen by Home for Life Design in its commercially reasonable discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with this Agreement as updated or revised. You can view the most current Terms of Service and End User License Agreement at https://www.Home for Life Design.com. It is your responsibility to review the Terms of Service and End User License Agreement periodically.

Links to Third Party Sites

Any links on the Site to third party websites are provided for your convenience only. If you choose to access third party websites or obtain products or services from third parties, you do so entirely at your own risk and such access is between you and such third party. Home for Life Design does not warrant or make any representation regarding the legality, accuracy or authenticity of content presented by such websites or any products or services offered by third parties and shall have no liability for any loss or damages arising from the access or use of such websites, products or services.

Consent to Receive Email

Your registration to use the Site and/or Services constitutes your consent to receive email communications from Home for Life Design, including messages regarding customer service issues and other matters. You may opt not to receive email correspondence, other than technical notifications and email regarding issues related to your account and your use of the Site and Services, at any time by following the link included in the email messages.

Data Collection and Privacy

Home for Life Design does not collect personally identifiable information from you except to the extent you have explicitly given such information to Home for Life Design. Home for Life Design's information practices are further described in its privacy policy, which is available at: https://www.Home for Life Design.com (the "Privacy Policy"). The Privacy Policy is an integral part of this Agreement and is expressly incorporated by reference, and by entering into this Agreement you agree to (i) all of the terms of the Privacy Policy, and (ii) Home for Life Design's utilization of data as described in the Privacy Policy is not an actionable breach of your privacy or publicity rights.

Home for Life Design may from time to time update or revise the Privacy Policy. If Home for Life Design updates or revises the Privacy Policy, Home for Life Design will notify you either by email to your most recently provided email address, by posting the updated or revised Privacy Policy on the Site or by any other manner chosen by Home for Life Design in its commercially reasonable discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with the Privacy Policy as updated or revised.

Ownership

All User Content are and shall remain your property, and Home for Life Design shall acquire no right of ownership or use with respect to any User Content except in connection with its provision of the Services under this Agreement.

All intellectual property rights in and to the Software, Site and Services and other Home for Life Design IP are and shall remain the sole property of Home for Life Design and its affiliates and licensors, as applicable, and you shall acquire no right of ownership or use with respect to any Software or other Home for Life Design IP except as specified in this Agreement. You may from time to time provide Home for Life Design with suggestions, comments, recommendations and/or feedback regarding the Services, the Software and/or Home for Life Design's related technologies ("Feedback"). Any and all Feedback is and shall be given entirely voluntarily. As between the you, Home for Life Design and, if applicable, the Enterprise Subscriber, all Feedback shall be exclusively owned by Home for Life Design, and you hereby make all assignments necessary to accomplish the foregoing ownership, and as a result Home for Life Design shall be freely entitled to reproduce, prepare derivative works, disclose to third parties, display and perform (publicly or otherwise), sell, lease, license, distribute and otherwise use and exploit any and all such Feedback as it deems appropriate, at its sole discretion, without obligation or liability of any kind to you, the Enterprise Subscriber or any other person or entity.

Warranty Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLIABLE LAW, HOME FOR LIFE DESIGN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICES AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU AGREE THAT YOUR USE OF THE SITE, SERVICES AND SOFTWARE ARE AT YOUR OWN SOLE RISK AND THAT THE SITE, SERVICES AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" AND "WITH ALLL FAULTS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HOME FOR LIFE DESIGN DOES NOT WARRANT THAT THE OPERATION OF THE SITE, SERVICES AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability

IN NO EVENT SHALL HOME FOR LIFE DESIGN BE LIABLE WITH RESPECT TO THE SITE, SERVICES AND/ OR SOFTWARE FOR (I) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES YOU HAVE ACTUALLY PAID TO HOME FOR LIFE DESIGN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY; (II) ANY LOST PROFITS,

LOST OR DAMAGED USER CONTENT OR OTHER DATA, OR FAILURE TO MEET ANY DUTY, INCLUDING WITHOUT LIMITATION GOOD FAITH AND REASONABLE CARE; OR (III) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN HOME FOR LIFE DESIGN AND YOU. YOU UNDERSTAND THAT THE SITE, SERVICES AND SOFTWARE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

CERTAIN STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

General Provisions

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without regard to any choice of law, conflicts of law or other principles that would result in the applicable of the laws or regulations of any other jurisdiction. Any legal action or proceeding relating to this Agreement shall be instituted in a state court in Knox County, Tennessee. You and Home for Life Design agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

This Agreement and the rights and obligations herein are personal to you, and you may not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of Home for Life Design. Home for Life Design may freely assign this Agreement.

If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision or provisions that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision(s).

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

If Home for Life Design is unable to perform any obligation under this Agreement because of any matter beyond its reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of Home for Life Design), acts of local or central government or other competent authorities, problems with telecommunications providers, hostile network attacks or other events beyond Home for Life Design's reasonable control (each, a "Force Majeure Event"), Home for Life Design will have no liability to you for such failure to perform; provided, however, that Home for Life Design shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event. If any Force Majeure Event continues for more than sixty (60) days, either Home for Life Design or you may terminate this Agreement by delivery of written notice to the other party. You will remain responsible for all Fees incurred through the last day the Services were available.

If you and Home for Life Design have executed a separate Subscription Agreement applicable to your access to and use of the Site, Services and/or Software, then the terms and conditions of such Subscription Agreement shall prevail to the extent of any conflict with the terms and conditions of this Agreement. In all other cases, this Agreement constitutes the entire agreement between Home for Life Design and you with respect to its subject matter, and supersedes all prior communications and proposals, whether electronic, oral or written, between Home for Life Design and you. No waiver or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.

RLA-17410 **R-25-6-506**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the following twenty-eight (28) Defined Service Agreements funded in the FY 2026 Budget General Fund and Hotel/Motel Tax Fund: Boys & Girls Clubs of the Tennessee Valley in the amount of $20,000; CASA of East Tennessee in the amount of $20,000; Catholic Charities of East Tennessee in the amount of $45,000; Centro Hispano de East Tennessee in the amount of $35,000; Community Coalition Against Human Trafficking in the amount of $12,500; Community Mediation Center in the amount of $20,000; East TN Freedom Schools in the amount of $10,000; Emerald Youth Foundation in the amount of $15,000; Friends of Literacy in the amount of $25,000; Helen Ross McNabb Center in the amount of $50,000; Helping Mamas, Inc. in the amount of $10,000; Hillcrest Healthcare Communities, Inc. in the amount of $12,500; Interfaith Health Center in the amount of $50,000; Keep Knoxville Beautiful in the amount of $25,000; Kim Health Center in the amount of $30,000; Knoxville Family Justice Center in the amount of $20,000; Mental Health Association of East Tennessee in the amount of $35,000; Olive Tree Early Learning Academy in the amount of $12,250; REBOOT Recovery in the amount of $10,000; Arts and Culture Alliance of Greater Knoxville in the amount of $425,000; Asian Culture Center of TN in the amount of $50,000; Beck Cultural Exchange Center in the amount of $75,000; Legacy Parks Foundation in the amount of $125,000; The Muse Knoxville in the amount of $50,000; Zoo Knoxville in the amount of $1,175,000; East TN Economic Development Agency in the amount of $100,000; Farragut West Knox Chamber of Commerce in the amount of $50,000; and Greater Knoxville Chamber of Commerce in the amount of $1,270,500.
(Community Development)

Attachments

Resolution
Boys and Girls Club General Fund Agreement
CASA General Fund Agreement
Catholic Charities-General Fund Agreement
Centro Hispano-General Fund Agreement
Community Coalition Against Human Trafficking General Fund Agreement
Community Mediation Center General Fund Agreement
East TN Freedom Schools General Fund Agreement
Emerald Youth Foundation General Fund Agreement
Friends of Literacy General Fund Agreement
Helen Ross McNabb General Fund Agreement
Helping Mamas Knoxville General Fund Agreement
Hillcrest Healthcare Communities General Fund Agreement
Interfaith Health Center General Fund Agreement
Keep Knoxville Beautiful General Fund Agreement
Kim Health Center General Fund Agreement
Knoxville Family Justice Center General Fund Agreement
Mental Health Association of East TN General Fund Agreement
Olive Tree Early Learning Academy General Fund Agreement
REBOOT Recovery General Fund Agreement
Arts and Culture Alliance Hotel/Motel Tax Fund Agreement
Asian & Culture Center of TN Hotel/Motel Tax Fund Agreement
Beck Cultural Exchange Center Hotel/Motel Tax Fund Agreement
Legacy Park Foundation Hotel/Motel Tax Fund Agreement
The Muse Knoxville Hotel/Motel Tax Fund Agreement
Zoo Knoxville Hotel/Motel Tax Fund Agreement
East TN Economic Development Agency General Fund Agreement
Farragut-West Knox Chamber of Commerce General Fund Agreement
Knoxville Chamber General Fund Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE FOLLOWING TWENTY-EIGHT (28) DEFINED SERVICE AGREEMENTS FUNDED IN THE FY 2026 BUDGET GENERAL FUND AND HOTEL/MOTEL TAX FUND: BOYS & GIRLS CLUBS OF THE TENNESSEE VALLEY IN THE AMOUNT OF $20,000; CASA OF EAST TENNESSEE IN THE AMOUNT OF $20,000; CATHOLIC CHARITIES OF EAST TENNESSEE IN THE AMOUNT OF $45,000; CENTRO HISPANO DE EAST TENNESSEE IN THE AMOUNT OF $35,000; COMMUNITY COALITION AGAINST HUMAN TRAFFICKING IN THE AMOUNT OF $12,500; COMMUNITY MEDIATION CENTER IN THE AMOUNT OF $20,000; EAST TN FREEDOM SCHOOLS IN THE AMOUNT OF $10,000; EMERALD YOUTH FOUNDATION IN THE AMOUNT OF $15,000; FRIENDS OF LITERACY IN THE AMOUNT OF $25,000; HELEN ROSS MCNABB CENTER IN THE AMOUNT OF $50,000; HELPING MAMAS, INC. IN THE AMOUNT OF $10,000; HILLCREST HEALTHCARE COMMUNITIES, INC. IN THE AMOUNT OF $12,500; INTERFAITH HEALTH CENTER IN THE AMOUNT OF $50,000; KEEP KNOXVILLE BEAUTIFUL IN THE AMOUNT OF $25,000; KIM HEALTH CENTER IN THE AMOUNT OF $30,000; KNOXVILLE FAMILY JUSTICE CENTER IN THE AMOUNT OF $20,000; MENTAL HEALTH ASSOCIATION OF EAST TENNESSEE IN THE AMOUNT OF $35,000; OLIVE TREE EARLY LEARNING ACADEMY IN THE AMOUNT OF $12,250; REBOOT RECOVERY IN THE AMOUNT OF $10,000; ARTS AND CULTURE ALLIANCE OF GREATER KNOXVILLE IN THE AMOUNT OF $425,000; ASIAN CULTURE CENTER OF TN IN THE AMOUNT OF $50,000; BECK CULTURAL EXCHANGE CENTER IN THE AMOUNT OF $75,000; LEGACY PARKS FOUNDATION IN THE AMOUNT OF $125,000; THE MUSE KNOXVILLE IN THE AMOUNT OF $50,000; ZOO KNOXVILLE IN THE AMOUNT OF $1,175,000; EAST TN ECONOMIC DEVELOPMENT AGENCY IN THE AMOUNT OF $100,000; FARRAGUT WEST KNOX CHAMBER OF COMMERCE IN THE AMOUNT OF $50,000; AND GREATER KNOXVILLE CHAMBER OF COMMERCE IN THE AMOUNT OF $1,270,500.

RESOLUTION: **R-25-6-506**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO
OVERRIDE:_____
DATE

MINUTE
BOOK_____PAGE_____

WHEREAS, Knox County provides funding through Defined Service Agreements to various agencies and programs in the community that provide necessary and essential services, including those in the categories of health, economic development, human services, education, emergency and safety, children's services and tourism, arts and culture; and

WHEREAS, on May 19, 2025, the Knox County Commission approved Knox County's Fiscal Year 2026 Budget which included funding for several agencies under Defined Service Agreements; and

WHEREAS, each Defined Service Agreement between Knox County and the agency receiving contractual funding describes the objectives, goals, and tasks to be provided by the agency, outlines the funding and payment procedure necessary for the agency to request reimbursement, outlines the reporting procedure, and provides the performance measurements for the services to be provided; and

WHEREAS, the Defined Service Agreements are effective for a one (1) year term beginning on July 1, 2025 and ending June 30, 2026 with the option to renew the agreement for up to two (2) additional periods of one (1) year, as further detailed in the attached agreements.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Defined Service Agreements between Knox County and the agencies listed below are hereby adopted and approved in substantive form as presented this date, copies of which are attached hereto and incorporated herein by reference, namely:

1. **Boys & Girls Clubs of the Tennessee Valley in the amount of $20,000;**
2. **CASA of East Tennessee in the amount of $20,000;**
3. **Catholic Charities of East Tennessee in the amount of $45,000;**
4. **Centro Hispano de East Tennessee in the amount of $35,000;**
5. **Community Coalition Against Human Trafficking in the amount of $12,500;**
6. **Community Mediation Center in the amount of $20,000;**
7. **East TN Freedom Schools in the amount of $10,000;**
8. **Emerald Youth Foundation in the amount of $15,000;**
9. **Friends of Literacy in the amount of $25,000;**
10. **Helen Ross McNabb Center in the amount of $50,000;**
11. **Helping Mamas, Inc. in the amount of $10,000;**

12. Hillcrest Healthcare Communities, Inc. in the amount of $12,500;
13. Interfaith Health Center in the amount of $50,000;
14. Keep Knoxville Beautiful in the amount of $25,000;
15. Kim Health Center in the amount of $30,000;
16. Knoxville Family Justice Center in the amount of $20,000;
17. Mental Health Association of East Tennessee in the amount of $35,000;
18. Olive Tree Early Learning Academy in the amount of $12,250;
19. REBOOT Recovery in the amount of $10,000;
20. Arts and Culture Alliance of Greater Knoxville in the amount of $425,000;
21. Asian Culture Center of TN in the amount of $50,000;
22. Beck Cultural Exchange Center in the amount of $75,000;
23. Legacy Parks Foundation in the amount of $125,000;
24. The Muse Knoxville in the amount of $50,000;
25. Zoo Knoxville in the amount of $1,175,000;
26. East TN Economic Development Agency in the amount of $100,000;
27. Farragut West Knox Chamber of Commerce in the amount of $50,000; and
28. Greater Knoxville Chamber of Commerce in the amount of $1,270,500.

BE IT FURTHER RESOLVED, that the Defined Services Contracts listed above shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____
Presiding Officer of the Commission Date

_____
County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
BOYS & GIRLS CLUBS OF THE TENNESSEE VALLEY

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Boys & Girls Clubs of the Tennessee Valley,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 967 Irwin Street Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

BOYS & GIRLS CLUBS OF THE TENNESSEE VALLEY

BY: _____ DATE: _____
BART MCFADDEN
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-BOYS & GIRLS CLUBS OF THE TENNESSEE VALLEY
PROGRAM AREA

The principal office of Boys & Girls Clubs of the Tennessee Valley is located at 967 Irwin Street, Knoxville, Tennessee 37917.

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APPENDIX B-BOYS & GIRLS CLUBS OF THE TENNESSEE VALLEY
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that support the Project Learn Educational Enrichment Program. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 2,000 individuals through the Project Learn program.

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Narrative:
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

Accomplishment Data:

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-BOYS & GIRLS CLUBS OF THE TENNESSEE VALLEY
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Materials & Supplies – Project Learn Program	$20,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 20,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
CASA OF EAST TENNESSEE, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **CASA of East Tennessee, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 5410 Homberg Drive Suite 29A, Knoxville, Tennessee 37919.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

CASA OF EAST TENNESSEE, INC.

BY: _____ DATE: _____
AMY JACKSON
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-CASA OF EAST TENNESSEE, INC.
PROGRAM AREA

The principal office of CASA of East Tennessee, Inc. is located at 5410 Homberg Drive Suite 29A, Knoxville, Tennessee 37919.

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APPENDIX B-CASA OF EAST TENNESSEE, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that provide dedicated advocacy on behalf of youth impacted by abuse and neglect within the court system. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 175 individuals annually through the Court Appointed Special Advocates program.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

<u>Narrative:</u>

Awardee shall submit to Knox County Juvenile Court System a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-CASA OF EAST TENNESSEE, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Court Appointed Special Advocate Program	$20,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 20,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
CATHOLIC CHARITIES OF EAST TENNESSEE, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Catholic Charities of East Tennessee, Inc.** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 119 Dameron Avenue, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FORTY FIVE THOUSAND DOLLARS AND NO/100 ($45,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FORTY FIVE THOUSAND DOLLARS AND NO/100 ($45,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

CATHOLIC CHARITIES OF EAST TENNESSEE, INC.

BY: _____ DATE: _____
DAVID DUHAMEL
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-CATHOLIC CHARITIES OF EAST TENNESSEE, INC.
PROGRAM AREA

The principal office of Catholic Charities of East Tennessee, Inc. is located at 119 Dameron Avenue, Knoxville, Tennessee 37917.

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APPENDIX B-CATHOLIC CHARITIES OF EAST TENNESSEE, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that provides short-term care for children who have been removed from their homes due to safety concerns, pending placement in a stable and secure environment. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 80 individuals through the Columbus Home Children's Shelter and Assessment Center.

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS.
Narrative:

Awardee shall submit to Knox County Juvenile Court System a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

Accomplishment Data:

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-CATHOLIC CHARITIES OF EAST TENNESSEE, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Columbus Home Children's Shelter and Assessment Center	$45,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 45,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
CENTRO HISPANO DE EAST TENNESSEE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Centro Hispano de East Tennessee,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 201 3rd Avenue, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **THIRTY FIVE THOUSAND DOLLARS AND NO/100 ($35,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **THIRTY FIVE THOUSAND DOLLARS AND NO/100 ($35,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

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4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

CENTRO HISPANO DE EAST TENNESSEE

BY: _____ DATE: _____
CLAUDIA CABALLERO
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-CENTRO HISPANO DE EAST TENNESSEE
PROGRAM AREA

The principal office of Centro Hispano de East Tennessee is located at 201 3rd Avenue, Knoxville, Tennessee 37917.

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APPENDIX B-CENTRO HISPANO DE EAST TENNESSEE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that deliver language access and parenting education classes. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 300 unduplicated individuals per year through language access or parenting education classes.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

APPENDIX C-CENTRO HISPANO DE EAST TENNESSEE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Language Access and Parent Education Program	$35,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 35,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
THE COMMUNITY COALITION AGAINST HUMAN TRAFFICKING

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **THE COMMUNITY COALITION AGAINST HUMAN TRAFFICKING,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 3821 W. Blount Avenue, Knoxville, Tennessee, 37920.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($12,500.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($12,500.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

THE COMMUNITY COALITION AGAINST HUMAN TRAFFICKING

BY: _____ DATE: _____
BROOKLYN SAWYERS BELK
BOARD PRESIDENT

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-THE COMMUNITY COALITION AGAINST HUMAN TRAFFICKING PROGRAM AREA

The principal office of The Community Coalition Against Human Trafficking is located at 3821 W. Blount Avenue, Knoxville, Tennessee 37920.

The program area is confidential in nature.

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APPENDIX B-THE COMMUNITY COALITION AGAINST HUMAN TRAFFICKING
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that support the operation of the Emergency Receiving Center. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 50 unduplicated individuals per year through the Emergency Receiving Center.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

- Total number of unduplicated individuals served _____
- Number of individuals served through the Emergency Receiving Center
- Number of individuals served through the hotline

TASKS

- Awardee will collect and maintain records identifying the number of individuals served through the Emergency Receiving Center.

- Awardee will collect and maintain records identifying the number of individuals served through the hotline.

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-THE COMMUNITY COALITION AGAINST HUMAN TRAFFICKING
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Emergency Receiving Center and 24/7 Hotline	$12,500.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 12,500.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
COMMUNITY MEDIATION CENTER

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Community Mediation Center,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 300 West Main Street Knoxville, Tennessee 37902.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

COMMUNITY MEDIATION CENTER

BY: _____ DATE: _____
JENNIFER COMISKEY
EXECUTIVE DIRECTOR AND PRESIDENT

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-COMMUNITY MEDIATION CENTER
PROGRAM AREA

The principal office of Community Mediation Center is located at 300 West Main Street, Knoxville, Tennessee 37902.

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APPENDIX B-COMMUNITY MEDIATION CENTER
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities to operate mediation programs within Knox County courts and the community. Activities will benefit the common good of County residents.

GOALS:

Awardee will provide mediation services to a minimum of 225 unduplicated individuals per year.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-COMMUNITY MEDIATION CENTER
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Knox County Courts and Mediation Program	$20,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 20,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
FREEDOM VILLAGE OF HOPE d.b.a. EAST TN FREEDOM SCHOOLS

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Freedom Village of Hope d.b.a. East TN Freedom Schools,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 2184 N. Ridge Drive, Jefferson City, Tennessee 37760.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TEN THOUSAND DOLLARS AND NO/100 ($10,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TEN THOUSAND DOLLARS AND NO/100 ($10,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

FREEDOM VILLAGE OF HOPE d.b.a. EAST TN FREEDOM SCHOOLS

BY: _____ DATE: _____
DENISE DEAN
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-FREEDOM VILLAGE OF HOPE d.b.a. EAST TN FREEDOM SCHOOLS
PROGRAM AREA

The principal office of Freedom Village of Hope is located at 2184 N. Ridge Drive, Jefferson City, Tennessee 37760.

The program area is located in Knox County, Tennessee.

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APPENDIX B- FREEDOM VILLAGE OF HOPE d.b.a. EAST TN FREEDOM SCHOOLS
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that support the East Tennessee Freedom Schools program. Activities will benefit the common good of County residents.

GOALS:

Awardee will provide small group instruction and one-on-one literacy tutoring for a minimum of 75 unduplicated youth.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

- Total number of unduplicated individuals served _____
- Of the unduplicated individuals served:
    - Number of individuals receiving group instruction
    - Number of individuals receiving one-on-one literacy tutoring

TASKS

- Awardee will collect and maintain records identifying the number of individuals receiving group instruction.

- Awardee will collect and maintain records identifying the number of individuals receiving one-on-one literacy tutoring.

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

APPENDIX C- FREEDOM VILLAGE OF HOPE d.b.a. EAST TN FREEDOM SCHOOLS PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs -East TN Freedom Schools Program	$10,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 10,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
EMERALD YOUTH FOUNDATION

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **EMERALD YOUTH FOUNDATION,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 1014 Heiskell Ave Knoxville, TN 37921.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FIFTEEN THOUSAND DOLLARS AND NO/100 ($15,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTEEN THOUSAND DOLLARS AND NO/100 ($15,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

EMERALD YOUTH FOUNDATION

BY: _____ DATE: _____
STEVE DIGGS
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-EMERALD YOUTH FOUNDATION
PROGRAM AREA

The principal office of Emerald Youth Foundation is located at 1014 Heiskell Ave, Knoxville, Tennessee 37921.

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APPENDIX B-EMERALD YOUTH FOUNDATION
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that academic support through the JustLead Learning Labs. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 400 unduplicated individuals per year.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

- Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-EMERALD YOUTH FOUNDATION
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – JustLead Learning Labs Program	$15,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 15,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
FRIENDS OF LITERACY, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Friends of Literacy, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 4630 Holston Drive, Knoxville, Tennessee 37914.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($25,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($25,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

FRIENDS OF LITERACY, INC.

BY: _____ DATE: _____
WENDY WAND
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-FRIENDS OF LITERACY, INC.
PROGRAM AREA

The principal office of Friends of Literacy, Inc. is located at 4630 Holston Drive, Knoxville, Tennessee 37914.

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APPENDIX B-FRIENDS OF LITERACY, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that support literacy initiatives through the Ready, Set, Read program. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 3,000 individuals through the Ready, Set, Read program initiatives.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

APPENDIX C-FRIENDS OF LITERACY, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs-Ready, Set, Read Program	$25,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 25,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
HELEN ROSS MCNABB CENTER, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Helen Ross McNabb Center, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 200 Tech Center Drive Knoxville, TN 37912.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

HELEN ROSS MCNABB CENTER, INC.

BY: _____ DATE: _____
MONA BLANTON-KITTS
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-HELEN ROSS MCNABB CENTER, INC.
PROGRAM AREA

The principal office of Helen Ross McNabb Center, Inc. is located at 200 Tech Center Drive, Knoxville, Tennessee 37912.

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APPENDIX B-HELEN ROSS MCNABB CENTER, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE: Awardee will conduct activities that support the Therapeutic Preschool, Host Home Program, Peer Support Center, domestic violence services, and the Sexual Assault Center of East Tennessee (SACET). Activities will benefit the common good of County residents.

GOALS: Awardee will serve a minimum of 50 unduplicated children through the Therapeutic Preschool, 45 unduplicated individuals through the Host Home Program, 250 individuals through the domestic violence services crisis hotline, 200 individuals through the SACET crisis hotline, and provide 25 structured activities at the Peer Support Center.

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS.
Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Narrative:
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

Accomplishment Data:

- Total number of unduplicated individuals served _____
- Of the unduplicated individuals served:
    - Number of individuals served through the Therapeutic Preschool
    - Number of individuals served through the Host Home Program
    - Number of individuals served through the domestic violence services crisis hotline
    - Number of individuals served through the SACET crisis hotline
- Number of structured activities provided at the Peer Support Center

TASKS

- Awardee will collect and maintain records identifying the number of individuals served through the Therapeutic Preschool.

- Awardee will collect and maintain records identifying the number of individuals served through the Host Home Program.

- Awardee will collect and maintain records identifying the number of individuals served through the domestic violence services crisis hotline.
- Awardee will collect and maintain records identifying the number of individuals served through the SACET crisis hotline.

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.
- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

APPENDIX C-HELEN ROSS MCNABB CENTER, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs - Therapeutic Preschool, Host Home Program, Peer Support Center, domestic violence services, and the Sexual Assault Center of East Tennessee (SACET)	$50,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 50,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
HELPING MAMAS KNOXVILLE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **HELPING MAMAS KNOXVILLE,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 10908 McBride Lane Knoxville, Tennessee 37932.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TEN THOUSAND DOLLARS AND NO/100 ($10,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TEN THOUSAND DOLLARS AND NO/100 ($10,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

HELPING MAMAS KNOXVILLE

BY: _____ DATE: _____
TESS FREAR
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-HELPING MAMAS KNOXVILLE
PROGRAM AREA

The principal office of Helping Mamas Knoxville is located at 10908 McBride Lane, Knoxville, Tennessee 37932.

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APPENDIX B- HELPING MAMAS KNOXVILLE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities through the Period Equity Project to provide menstrual and hygiene products to women and female youth. Activities will benefit the common good of County residents.

GOALS:

Awardee will distribute menstrual and hygiene products to 250 women and female youth.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C- HELPING MAMAS KNOXVILLE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Period Equity Project	$10,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 10,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
HILLCREST HEALTHCARE COMMUNITIES, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Hillcrest Healthcare Communities, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 5325 Beverly Park Circle, Knoxville, Tennessee 37918.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWELVE THOUSAND FIVE HUNDERED DOLLARS AND NO/100 ($12,500.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($12,500.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

HILLCREST HEALTHCARE COMMUNITIES, INC.

BY: _____ DATE: _____
BARRY DAVIS
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-HILLCREST HEALTHCARE COMMUNITIES, INC.
PROGRAM AREA

The principal office of Hillcrest Healthcare Communities, Inc. is located at 5325 Beverly Park Circle, Knoxville, Tennessee 37918.

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APPENDIX B-HILLCREST HEALTHCARE COMMUNITIES, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities to provide transportation and movement support for seniors through the Mobility is Medicine program. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 75 unduplicated individuals per year.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-HILLCREST HEALTHCARE COMMUNITIES, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs—Mobility is Medicine program	$12,500.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 12,500.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
INTERFAITH HEALTH CENTER, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **INTERFAITH HEALTH CENTER, INC,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 315 Gill Ave Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

INTERFAITH HEALTH CENTER, INC.

BY: _____ DATE: _____
MELISSA KNIGHT
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-INTERFAITH HEALTH CENTER, INC.
PROGRAM AREA

The principal office of Interfaith Health Center, Inc. is located at 315 Gill Ave, Knoxville, Tennessee 37917.

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APPENDIX B-INTERFAITH HEALTH CENTER, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that provide dental, mental health, and primary care services for individuals without insurance. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 1,200 individuals with dental, mental health, and primary care services each year.

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Narrative:
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

Accomplishment Data:

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

APPENDIX C-INTERFAITH HEALTH CENTER, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs -Dental, Mental and Physical Health Services for Uninsured County Residents	$50,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 50,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
KEEP KNOXVILLE BEAUTIFUL, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Keep Knoxville Beautiful, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 5100 West Martin Mill Pike, Knoxville, Tennessee 37920.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($25,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($25,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

KEEP KNOXVILLE BEAUTIFUL, INC.

BY: _____ DATE: _____
ELIZABETH GAVER
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-KEEP KNOXVILLE BEAUTIFUL, INC.
PROGRAM AREA

The principal office of Keep Knoxville Beautiful, Inc. is located at 5100 West Martin Mill Pike, Knoxville, Tennessee 37920.

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APPENDIX B-KEEP KNOXVILLE BEAUTIFUL, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote litter eradication and beautification efforts throughout Knox County. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 4,000 individuals through the Knoxville Litter Eradication and Beautification Project.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-KEEP KNOXVILLE BEAUTIFUL, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Knoxville Litter Eradication and Beautification Project	$25,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 25,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
FREE MEDICAL CLINIC OF AMERICA d.b.a KIM HEALTH CENTER

THIS AGREEMENT is entered into this _____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Free Medical Clinic of America d.b.a. Kim Health Center,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 6209 Chapman Highway Knoxville, Tennessee 37920.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

FREE MEDICAL CLINIC OF AMERICA

BY: _____ DATE: _____
ERICA LYON
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-FREE MEDICAL CLINIC OF AMERICA d.b.a. KIM HEALTH CENTER
PROGRAM AREA

The principal office of Free Medical Clinic of America is located at 6209 Chapman Highway Knoxville, Tennessee 37920.

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APPENDIX B- FREE MEDICAL CLINIC OF AMERICA d.b.a. KIM HEALTH CENTER
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that provide dental and primary care services for individuals without insurance. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 350 individuals with dental and primary care services each year.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

APPENDIX C- FREE MEDICAL CLINIC OF AMERICA d.b.a. KIM HEALTH CENTER
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Physician Assistant Certified (2)	
Nurse Practitioner	
Certified Nursing Assistant	
Licensed Practical Nurse	
Administration Staff (3)	
Doctor of Dental Surgery (2)	
Fringe Benefits	
PROGRAM PERSONNEL SUBTOTAL AMOUNT	**$ 25,000.00**
Professional & Outside Services	
Materials & Supplies	
Direct Client Support	
PROGRAM OPERATING COSTS SUBTOTAL AMOUNT	**$ 5,000.00**
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 30,000.00**

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
KNOXVILLE FAMILY JUSTICE CENTER

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Knoxville Family Justice Center,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 400 Harriet Tubman Street, Knoxville, Tennessee 37915.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

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The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

KNOXVILLE FAMILY JUSTICE CENTER

BY: _____ DATE: _____
MICHELLE CLAYTON
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-KNOXVILLE FAMILY JUSTICE CENTER
PROGRAM AREA

The principal office of Knoxville Family Justice Center is located at 400 Harriet Tubman Street, Knoxville, Tennessee 37915.

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APPENDIX B-KNOXVILLE FAMILY JUSTICE CENTER
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that support the One Safe Place program. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 2,250 individuals through the One Safe Place program.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-KNOXVILLE FAMILY JUSTICE CENTER
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs - One Safe Place Program	$20,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 20,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
MENTAL HEALTH ASSOCIATION OF EAST TENNESSEE, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Mental Health Association of East Tennessee, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 9050 Executive Park Drive, Suite 104A, Knoxville, TN, 37923.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 ($35,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 ($35,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

MENTAL HEALTH ASSOCIATION OF EAST TENNESSEE, INC.

BY: _____ DATE: _____
BEN HARRINGTON
CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-MENTAL HEALTH ASSOCIATION OF EAST TENNESSEE, INC.
PROGRAM AREA

The principal office of Mental Health Association of East Tennessee, Inc. is located at 9050 Executive Park Drive Suite 104A, Knoxville, Tennessee 37923.

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APPENDIX B-MENTAL HEALTH ASSOCIATION OF EAST TENNESSEE, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that provide education and promote access to mental health services. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 15,000 individuals through the Mental Health Access Center and the Mental Health 101 program.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

- Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-MENTAL HEALTH ASSOCIATION OF EAST TENNESSEE, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Mental Health Access Center; Mental Health 101 Program	$35,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 35,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
OLIVE TREE EARLY LEARNING ACADEMY

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Olive Tree Early Learning Academy,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 5311 McKamey Road, Knoxville, Tennessee, 37921.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TWELVE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 ($12,250.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWELVE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100 ($12,250.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

OLIVE TREE EARLY LEARNING ACADEMY

BY: _____ DATE: _____
DANIEL WATSON
BOARD PRESIDENT

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-OLIVE TREE EARLY LEARNING ACADEMY
PROGRAM AREA

The principal office of Olive Tree Early Learning Academy is located at 5311 McKamey Road, Knoxville, Tennessee 37921.

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APPENDIX B-OLIVE TREE EARLY LEARNING ACADEMY
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that support trauma-informed early education for families with low income through the Early Learning Academy. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 20 unduplicated youth per year.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

Total number of unduplicated individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-OLIVE TREE EARLY LEARNING ACADEMY
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Early Learning Academy	$12,250.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 12,250.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
REBOOT RECOVERY, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **REBOOT Recovery, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 1109 Main Street, Pleasant View, Tennessee 37146.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **TEN THOUSAND DOLLARS AND NO/100 ($10,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TEN THOUSAND DOLLARS AND NO/100 ($10,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

REBOOT RECOVERY, INC.

BY: _____ DATE: _____
EVAN OWENS
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-REBOOT RECOVERY, INC.
PROGRAM AREA

The principal office of REBOOT Recovery, Inc. is located at 1109 Main Street, Pleasant View, Tennessee 37146.

The program area of REBOOT Recovery is in Knox County, Tennessee.

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APPENDIX B- REBOOT RECOVERY, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that support peer-led groups serving veterans and their families in address mental health needs following military service in Knox County. Activities will benefit the common good of County residents.

GOALS:

Awardee will serve a minimum of 30 unduplicated individuals per year.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and impact on participants and the Knox County community.

<u>Accomplishment Data:</u>

- Total number of unduplicated individuals served _____

TASKS

- Awardee will collect and maintain records identifying the number of program graduates each quarter.

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C- REBOOT RECOVERY, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – REBOOT Knox County	$10,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 10,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
ARTS AND CULTURE ALLIANCE OF GREATER KNOXVILLE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Arts and Culture Alliance of Greater Knoxville,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 100 South Gay Street, Suite 201, Knoxville, Tennessee 37902.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($425,000.00)** in Hotel/Motel Tax Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($425,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

ARTS AND CULTURE ALLIANCE OF GREATER KNOXVILLE

BY: _____ DATE: _____
LIZA ZENNI
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-ARTS AND CULTURE ALLIANCE OF GREATER KNOXVILLE
PROGRAM AREA

The principal office of Arts and Culture Alliance of Greater Knoxville is located at 100 South Gay Street Suite 201, Knoxville, Tennessee 37902.

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APPENDIX B-ARTS AND CULTURE ALLIANCE OF GREATER KNOXVILLE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote tourism in Knox County. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will coordinate activities and initiatives of the Knox County Tourism Consortium. Awardee will serve a minimum of 1,100,000 individuals annually through the events and activities held through the Knox County Tourism Consortium.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

<u>Accomplishment Data:</u>

Total number of individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-ARTS AND CULTURE ALLIANCE OF GREATER KNOXVILLE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Knox County Tourism Consortium	$425,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 425,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
ASIAN CULTURE CENTER OF TENNESSEE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Asian Culture Center of Tennessee,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 852 O'Connell Drive Knoxville, Tennessee 37934.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)** in Hotel/Motel Tax Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

ASIAN CULTURE CENTER OF TENNESSEE

BY: _____ DATE: _____
KUMI ALDERMAN
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-ASIAN CULTURE CENTER OF TENNESSEE
PROGRAM AREA

The principal office of Asian Culture Center of Tennessee is located at 852 O'Connell Drive, Knoxville, Tennessee 37934.

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APPENDIX B-ASIAN CULTURE CENTER OF TENNESSEE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote tourism in Knox County. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will promote tourism through the Knox Asian Festival and the Global Citizen Outreach Educational program. Awardee will serve a minimum of 5,000 individuals.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

<u>Accomplishment Data:</u>

Total number of persons served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-ASIAN CULTURE CENTER OF TENNESSEE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Knox Asian Festival; Global Citizen Outreach Educational Program	$50,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 50,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
BECK CULTURAL EXCHANGE CENTER, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Beck Cultural Exchange Center, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 1927 Dandridge Avenue, Knoxville, Tennessee 37915.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 ($75,000.00)** in Hotel/Motel Tax Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 ($75,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

BECK CULTURAL EXCHANGE CENTER, INC.

BY: _____ DATE: _____
ANNAZETTE HOUSTON
BOARD CHAIR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-BECK CULTURAL EXCHANGE CENTER, INC.
PROGRAM AREA

The principal office of Beck Cultural Exchange Center, Inc. is located at 1927 Dandridge, Knoxville, Tennessee 37915.

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APPENDIX B-BECK CULTURAL EXCHANGE CENTER, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote tourism in Knox County. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will serve an estimated 6,000 individuals annually through the Beck Cultural Corridor program.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

<u>Accomplishment Data:</u>

Total number of individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-BECK CULTURAL EXCHANGE CENTER, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Beck Cultural Corridor Program	$75,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 75,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
LEGACY PARKS FOUNDATION

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Legacy Parks Foundation,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 900 Volunteer Landing Lane, Knoxville, Tennessee 37915.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100 ($125,000.00)** in Hotel/Motel Tax Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO/100 ($125,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

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& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

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2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

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H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

LEGACY PARKS FOUNDATION

BY: _____ DATE: _____
CAROL EVANS
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-LEGACY PARKS FOUNDATION
PROGRAM AREA

The principal office of Legacy Parks Foundation is located at 900 Volunteer Landing Lane, Knoxville, Tennessee 37915.

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APPENDIX B-LEGACY PARKS FOUNDATION
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote tourism in Knox County. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will conduct activities that increases public access to outdoor recreational venues and improves awareness of recreational opportunities within Knox County. Awardee will work with collaborative partners to serve an estimated 50,000 individuals per year.

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Narrative:
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

Accomplishment Data:

- Total number of individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-LEGACY PARKS FOUNDATION
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Outdoor Recreational Assets Projects	$125,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 125,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
THE MUSE KNOXVILLE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **The Muse Knoxville,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 516 N. Beaman Street, Knoxville, Tennessee 37914.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)** in Hotel/Motel Tax Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

THE MUSE KNOXVILLE

BY: _____ DATE: _____
ALLISON COMER
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-THE MUSE KNOXVILLE
PROGRAM AREA

The principal office of The Muse Knoxville is located at 516 N. Beaman Street, Knoxville, Tennessee 37914.

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APPENDIX B-THE MUSE KNOXVILLE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote tourism in Knox County through the Inspiring Play, Igniting Tourism program. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will execute tourism efforts through the museum to attract residents and visiting families throughout Knox County. Awardee will serve an estimated 140,000 individuals annually.

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Narrative:
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

Accomplishment Data:

Total number of individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-THE MUSE KNOXVILLE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Inspiring Play Program, Igniting Tourism Program	$50,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 50,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
KNOXVILLE ZOOLOGICAL GARDENS, INC. d.b.a. ZOO KNOXVILLE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Knoxville Zoological Gardens, Inc. d.b.a. Zoo Knoxville,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 3500 Knoxville Zoo Drive, Knoxville, Tennessee 37914.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 ($1,175,000.00)** in Hotel/Motel Tax Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 ($1,175,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

KNOXVILLE ZOOLOGICAL GARDENS, INC. d.b.a. ZOO KNOXVILLE

BY: _____ DATE: _____
TAM M JARAMILLO
CHIEF FINANCIAL OFFICER

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A- KNOXVILLE ZOOLOGICAL GARDENS, INC. d.b.a. ZOO KNOXVILLE
PROGRAM AREA

The principal office of Knoxville Zoological Gardens, Inc. is located at 3500 Knoxville Zoo Drive, Knoxville, Tennessee 37914.

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KNOXVILLE ZOOLOGICAL GARDENS, INC. d.b.a. ZOO KNOXVILLE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote tourism in Knox County. Activities will benefit the common good of County residents.

GOALS:

Awardee will increase tourism by marketing, maintaining, and improving current attractions and amenities. Awardee will serve around 300,000 individuals annually.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

<u>Accomplishment Data:</u>

Total number of individuals served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C- KNOXVILLE ZOOLOGICAL GARDENS, INC. d.b.a. ZOO KNOXVILLE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Marketing for the purpose of encouraging tourism	$175,000.00
Capital Improvement Costs	$1,000,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 1,175,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
EAST TENNESSEE ECONOMIC DEVELOPMENT AGENCY, INC.

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **East Tennessee Economic Development Agency, Inc.,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 10215 Technology Drive Suite 202, Knoxville, Tennessee 37932.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **ONE HUNDRED THOUSAND DOLLARS AND NO/100 ($100,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE HUNDRED THOUSAND DOLLARS AND NO/100 ($100,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants

& Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

EAST TENNESSEE ECONOMIC DEVELOPMENT AGENCY, INC.

BY: _____ DATE: _____
BRADLEY MAUL
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-EAST TENNESSEE ECONOMIC DEVELOPMENT AGENCY, INC.
PROGRAM AREA

The principal office of East Tennessee Economic Development Agency, Inc. is located at 10215 Technology Drive Suite 202, Knoxville, Tennessee 37932.

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APPENDIX B- EAST TENNESSEE ECONOMIC DEVELOPMENT AGENCY, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote economic development in Knox County. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will promote economic development through the Program of Work by providing technical assistance and marketing support to local economic development partners. Awardee will engage a minimum of 80 businesses annually.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

<u>Accomplishment Data:</u>

Total number of businesses served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C- EAST TENNESSEE ECONOMIC DEVELOPMENT AGENCY, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Program of Work	$100,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 100,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
FARRAGUT WEST KNOX CHAMBER OF COMMERCE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Farragut West Knox Chamber of Commerce,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 11826 Kingston Pike Suite 110, Farragut, Tennessee 37934.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

2. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

5. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Each invoice shall be itemized by budget line item, showing the amount spent to date, and the total amount charged to the County on Awardee's letterhead. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements.

6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

D. PROGRAM REQUIREMENTS

Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

3. Awardee will ensure that all members of a household served must be either United States citizens or a qualified alien as defined under 8 U.S. Code § 1641.

4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

2. Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions pursuant to T.C.A. § 5-9-109 (c), which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

F. RECORDKEEPING AND MONITORING

1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

2. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended or returned to the County, whichever is later.

3. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions.**

4. The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Awardee that are related to this Defined Service Agreement for the purpose of making audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representatives as are deemed necessary to establish and validate results/outcomes of the Performance Indicators.

G. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee**.**

H. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

4. Termination for Convenience. The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

FARRAGUT WEST KNOX CHAMBER OF COMMERCE

BY: _____ DATE: _____
JULIE BLAYLOCK
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-FARRAGUT WEST KNOX CHAMBER OF COMMERCE
PROGRAM AREA

The principal office of Farragut West Knox Chamber of Commerce is located at 11826 Kingston Pike Suite 110, Farragut, Tennessee 37934.

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APPENDIX B-FARRAGUT WEST KNOX CHAMBER OF COMMERCE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote economic development in Knox County. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will foster economic growth for the Knox County area by providing business development programs and activities including Lunch & Learns, weekly networking meetings, ribbon cutting services, Continued Development Reimbursement Grant program, Workforce Development Reimbursement Grant for Businesses program, and other related events to promote growth for businesses. Awardee will serve a minimum of 700 businesses annually.

PERFORMANCE INDICATORS – REPORTED ON A QUARTERLY BASIS.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Narrative:
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

Accomplishment Data:

Total number of businesses served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-FARRAGUT WEST KNOX CHAMBER OF COMMERCE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Business Development Programs	$50,000.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 50,000.00**

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DEFINED SERVICE AGREEMENT BETWEEN
KNOX COUNTY
AND
GREATER KNOXVILLE CHAMBER OF COMMERCE

THIS AGREEMENT is entered into this ____ day of _____, 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Greater Knoxville Chamber of Commerce,** a nonprofit corporation, hereinafter referred to as **Awardee** and which is located at 17 Market Square Suite 201, Knoxville, Tennessee 37902.

WITNESSETH

WHEREAS, the County is authorized by Tennessee Code Annotated § 5-9-109 to appropriate and spend public monies for and in connection with activities that provide services benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Defined Service Program to involve nonprofit organizations in the provision of critical services and programs that the County Government might otherwise provide in the absence of said service or program; and

WHEREAS, the County desires to engage Awardee to render certain assistance, projects, or services in connection with such undertakings of the Defined Service Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, the Knox County Commission approved Knox County's FY2026 Budget on May 19, 2025, with an effective date of July 1, 2025 and thereby included funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF SERVICES

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that promote economic recovery, social welfare and common good of County residents in full compliance with the terms of this Agreement.

2. The County will provide **ONE MILLION TWO HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($1,270,500.00)** in General Funds to Awardee to conduct activities that serve Knox County citizens that otherwise the County might provide in the absence of Awardee's said program or service.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

5. The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. TERM OF AGREEMENT

1. The term of this Agreement shall be July 1, 2025 through June 30, 2026 unless terminated in conformity with the terms of this Defined Service Agreement as contained in **Section H Special Terms and Conditions.**

2. The County may renew this Agreement for up to two (2) additional periods in increments of one (1) year in the form of an extension to the Agreement. The funding amount may be adjusted upon renewal by the County as recommended by the Mayor and subject to approval by Knox County Commission through the annual budget process.

C. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE MILLION TWO HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($1,270,500.00)**. Program expenses paid to Awardee are provided through the Defined Service Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements".

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3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for related project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the

discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

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6. Documentation of expenses including invoice mark paid, receipts, purchasing order, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Awardee's office as proof that the funds were expended only for the services in conformance to the approved project budget schedule, Appendix C.

7. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis. Submission will take place within the County's web-based reporting system.

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Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

1. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

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4. In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

E. COMPLIANCE

1. Awardee agrees to comply with all applicable requirements of all other local, State, Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Defined Service Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

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3. Awardee represents and warrants that it has a system of internal controls designed to ensure (1) the Awardee's financial reporting is reliable and in accordance with Generally Accepted Accounting Principles (GAAP); and (2) the Awardee's operations are effective, efficient, and in compliance with applicable laws, regulations, contracts, and grants. The Awardee shall incorporate internal control principles as prescribed by the *Internal Control and Compliance Manual* of the Comptroller of the Treasury, as aligned with the Government Accountability Office's *Standards for Internal Control in the Federal Government.*

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1. Knox County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Awardee in order to conduct audits or other investigations.

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1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

2. The County reserves the right to terminate this Defined Service Agreement, by giving thirty (30) calendar days written notice to the Awardee of such termination and specifying the effective date thereof and the reason therefore for any of the conditions listed below:

   - Fails to file required reports or to meet project progress or completion deadlines; or
   - Expends funds under this Agreement for ineligible activities, services or items; or
   - Violates Labor Standards requirements; or
   - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement; or
   - Violates any of the covenants or stipulations of this Agreement.

3. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with County Charter and State law T.C.A. § 5-9-109.

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I. APPROPRIATIONS

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exist to provide the services, the Defined Service Agreement shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. The provision shall survive the termination of this Defined Service Agreement.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities within the term "political activity" being defined as a activity directed towards the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his or her own capacity as an individual citizen from taking part in political activity or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funders are used for said advocacy.

L. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as

though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Contract, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEROF, the parties have executed their Defined Service Agreement as of the date first written above.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
KNOX COUNTY MAYOR

GREATER KNOXVILLE CHAMBER OF COMMERCE

BY: _____ DATE: _____
MIKE ODOM
PRESIDENT AND CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A-GREATER KNOXVILLE CHAMBER OF COMMERCE
PROGRAM AREA

The principal office of Greater Knoxville Chamber of Commerce is located at 17 Market Square Suite 201, Knoxville, Tennessee 37902.

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APPENDIX B-GREATER KNOXVILLE CHAMBER OF COMMERCE
PERFORMANCE MEASUREMENTS

OBJECTIVE:

Awardee will conduct activities that promote economic development in Knox County. Activities will benefit the common good of County residents and businesses.

GOALS:

Awardee will foster economic growth through the Prosperity Through Innovation program providing business development strategies and activities to a minimum of 70 businesses annually.

PERFORMANCE INDICATORS – <u>REPORTED ON A QUARTERLY BASIS</u>.

Awardee shall submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

<u>Narrative:</u>
Awardee shall submit in Neighborly a written narrative or executive report with the program's outcomes and economic impact for Knox County.

<u>Accomplishment Data:</u>

Total number of businesses served _____

TASKS

- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and quarterly reporting.

- Awardee will ensure all applicable policies and procedures of the Knox County Defined Service Program are followed.

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APPENDIX C-GREATER KNOXVILLE CHAMBER OF COMMERCE
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM BUDGET AMOUNT
Operating Costs – Prosperity Through Innovation Program	$1,270,500.00
TOTAL PROGRAM BUDGET AMOUNT NOT TO EXCEED	**$ 1,270,500.00**

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RLA-17420 **R-25-6-507**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Rachael Crigger, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving three (3) Agreements in 2025 Community Development Block Grant (CDBG) program funds with the following service providers for various activities and programs: Knoxville-Knox County Community Action Committee (Homeward Bound Program) in the amount of $132,000, Neighborhood Housing Inc. (Operation Backyard) in the amount of $50,000, and The University of Tennessee (HMIS) in the amount of $20,000. (Federally funded through HUD CDBG program funds) (No Local Match Required)
(Community Development)

Attachments

Resolution
Agreement - CAC
Agreement - NHI
Agreement - UT

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THREE (3) AGREEMENTS IN 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS WITH THE FOLLOWING SERVICE PROVIDERS FOR VARIOUS ACTIVITIES AND PROGRAMS: KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE (HOMEWARD BOUND PROGRAM) IN THE AMOUNT OF $132,000, NEIGHBORHOOD HOUSING INC. (OPERATION BACKYARD) IN THE AMOUNT OF $50,000, AND THE UNIVERSITY OF TENNESSEE (HMIS) IN THE AMOUNT OF $20,000. (FEDERALLY FUNDED THROUGH HUD CDBG PROGRAM FUNDS) (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-6-507**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County receives Community Development Block Grant (CDBG) program funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, as recipient of this grant funding, it is necessary for Knox County to undertake certain programs and services necessary for the planning, implementation, and execution of the CDBG program's goals and objectives; and

WHEREAS, the attached three (3) agreements provide 2025 CDBG program funds for the provision of various activities and programs in connection with the CDBG program.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreements between Knox County and the service providers listed below are hereby adopted and approved in substantive form as presented this date and incorporated herein by reference, namely:

1. **Knoxville/Knox County Community Action Committee (Homeward Bound Program) in the amount of $132,000.00;**
2. **Neighborhood Housing, Inc. (Operation Backyard) in the amount of $50,000.00; and**
3. **The University of Tennessee (HMIS) in the amount of $20,000.00.**

BE IT FURTHER RESOLVED, that the Agreements listed above shall be executed subject to such amendment or action not affecting the substantive provisions of the agreements as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MEMORANDUM OF UNDERSTANDING BETWEEN
KNOX COUNTY
AND
KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE

THIS AGREEMENT is entered into this _____ day of _____ 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **Knoxville-Knox County Community Action Committee,** a public agency corporation, hereinafter referred to as **Awardee** and which is located at 2247 Western Avenue, Knoxville, Tennessee, 37921.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds (CFDA 14.218) from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Extremely Low Income" shall mean persons whose annual household income is 30% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

2. "Very Low-Income" shall mean persons whose annual household income is greater than 30% and up to 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

3. "Low-Moderate Income" shall mean persons whose annual household income is greater than 50% and up to 80% of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income, or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.

2. The County will provide to Awardee **ONE HUNDRED THIRTY-TWO THOUSAND DOLLARS AND NO/100 ($132,000.00)** in 2025 CDBG Program Funds to provide street outreach services for persons experiencing homelessness.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. The federal award identification worksheet, which appears as Appendix E, is incorporated in this Agreement.

5. **NATIONAL OBJECTIVES:** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: The Awardee certifies that the activity/activities carried out under this Agreement will meet the low-moderate income National Objective provided in Appendix B.

6. **STAFFING**: Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

7. **NOTICES**: Notices required by this Agreement shall be in writing and delivered via email, mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. Communication and details concerning this contract shall be directed to the following contract representatives.

County:	**Awardee:**
Zachary Waggoner, Grants Program Manager	Barbara Kelly, Executive Director
405 Dante Road	2247 Western Avenue
Knoxville, TN 37918	Knoxville, TN 37921
Phone: (865) 469-5651	Phone: (865) 546-3500
Fax: (865) 215-3997	Fax: (865) 546-0832
Email: Zachary.waggoner@knoxcounty.org	Email: barbara.kelly@knoxcac.org

8. **PERFORMANCE MONITORING**: The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

9. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. TERM OF CONTRACT

The term of this Agreement shall be July 1, 2025 through June 30, 2026. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of June 2026.

Should any unforeseen circumstances arise, the contract may be extended to December 31, 2026, but only with written approval of Knox County Grants & Community Development.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet the deadlines provided in this Agreement and the deadlines described in Appendix D-Program Schedule, as applicable, may result in cancellation of this contract and the revocation of CDBG funds.

D. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **ONE HUNDRED THIRTY-TWO THOUSAND DOLLARS AND NO/100 ($132,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of eligible cost incurred in compliance with 2 CFR Part 200 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

2. The Awardee will administer its program in conformance with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include Income Certification forms, invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for the CDBG project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed.

4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **fifteenth (15th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. **The Final Invoice must be received by July 15, 2026. Additional Invoices will be required if contract is extended per Section C above.** Itemization of Reimbursement requested for the Invoice Period must detail, at minimum, all of the following:

    a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
    b. Indicate an Invoice #;
    c. Indicate the specific project that is requesting reimbursement;
    d. The amount requested by Grant Budget line-item;
    e. The total amount requested (all line-items) for the Invoice Period;
    f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
    g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
    h. Total of invoice must equal the total of itemized expenses.

5. Awardee shall provide the County with a monthly report by the **fifteenth (15th)** of each month that provides demographic client information including, but not limited to: racial, ethnic, head of household and the percentage of extremely low-income (0-30%), very low-income (31-50%) and low-moderate income (51-80%) households. Additional reporting requirements are set out in performance measurements Appendix B. **Please Note: The Final Monthly Report must be submitted by July 15, 2026. Additional and Final Monthly Reports will be required if the contract is amended and extended per Section C above.**

6. **ACCESS TO RECORDS AND RETENTION:** The County and other authorized representatives of the state and federal governments shall have the right to review and audit all records of Awardee pertaining to any payment by the County. All such records and all other records pertinent to this Agreement and work undertaken in this Agreement shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

7. **SINGLE AUDIT REQUIREMENTS:** The Awardee that spends $1,000,000 or more in a fiscal year in federal funds from all sources shall agree to have an annual agency audit conducted in accordance with 2 CFR Part 200.501. The Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Awardee is responsible for correcting any deficiencies noted in audit reports. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

8. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using

the FFATA Subaward Reporting System (FSRS) reporting tool. The County when deemed a Prime Awardee will report subawards under Federally-awarded contracts greater than or equal to $30,000 to Sam.gov.

E. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States, or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200.

2. Awardee shall prepare and submit monthly reports to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.

3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement as required by 24 CFR 570.502, and 2 CFR Part 200.333 for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.

4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.

5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations, as applicable. Awardee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

    a. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including beneficiary name, address, income, family size, race, ethnicity, veteran status, and if elderly, head of household, and/or disabled;
    b. Records demonstrating the client meets the low-and moderate-income limited clientele presumed benefit criterion at 24 CFR 570.208(a)(2)(i)(A) for Entitlements and 24 CFR 570.483(b)(2)(ii)(A), where applicable;

c. A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes, where applicable;
d. Records documenting compliance with fair housing and equal opportunity;
e. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333;
f. Compliance with relocation requirements, where applicable;
g. Compliance with preventing duplication of benefits;
h. Compliance with verifiable income certifications;
i. Compliance with lead-based paint;
j. Compliance with Whistleblower protections;
k. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

7. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

8. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

F. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

G. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning the CDBG Program), including but not limited to the following:

1. USE OF FUNDS: Awardee agrees to comply with the uniform administrative requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act

of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246 (as amended), 11375, 12086, and 12259.

Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME**: Awardee may not retain and use any program income (as defined at 2 CFR 1201.80) derived from this project, it must be remitted promptly to the County and shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County. **NOTE: This program does not generate program income.**

3. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations. The Awardee will use the most current HUD income limits provided by the County. Income Certification forms for public service programs are required to be signed and dated by the client with the number of persons in the household and the corresponding maximum income range identified.

4. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

5. **CYBERSECURITY:** The Awardee shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the Awardee considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality consistent with 2 CFR 200.303.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246 (as amended), Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

   Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

   In the event of Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

8. **RELIGIOUS ORGANIZATION**
   If the Awardee can be considered to be a religious organization, then the Awardee shall abide by all portions of 2 CFR 3474.15. The County will not discriminate for or against any organization on the basis of the organization's religious character or affiliation and will ensure that the award of contracts is free from political interference, or even the appearance of such appearance. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities such as worship, religious instruction, or proselytization unless the activities are offered separately in time and location from the assistance and must be voluntary for the beneficiaries.

9. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyer's subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.

10. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 2 CFR Part 200.321.

11. **TRAFFICKING:** Awardee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

12. **DAVIS BACON:** If applicable, Awardee will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

    The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

    For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request. **NOTE: Davis Bacon and Related Acts does not apply to this Agreement.**

13. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement. NOTE: Section 3 does not apply to this Agreement. **NOTE: Section 3 does not apply to this Agreement.**

14. **DOMESTIC PREFERENCES FOR PROCUREMENT:** As appropriate and to the extent consistent with the law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States. This requirement, pursuant to 2 C.F.R. Part 200.322 must be included in all subawards. In complying with this provision, Chapter 30B must still be followed to the extent practicable, consistent with M.G.L. c. 30B, § 1(b)(34).

15. **BUILD AMERICA BUY AMERICA:** If applicable, the Awardee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Awardee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. The Awardee shall maintain documentation that demonstrates compliance with BABA and shall make such documentation available to the County for review upon request. **NOTE: Build America, Buy America does not apply to this Agreement.**

16. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** If applicable, Awardee will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

17. **LEAD BASED PAINT:** If applicable, Awardee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.

18. **FLOOD INSURANCE:** If applicable, Awardee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

19. **PROPERTY STANDARDS:** If applicable, Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.

20. **SEAT BELT USE:** Awardee agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

21. **TEXT MESSAGING WHILE DRIVING:** Awardee agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

22. **PROHIBITED ACTIVITY**: Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. **See Section J for provisions on Fraud, Waste and Abuse and Whistleblower protections.**

23. **INSURANCE AND BONDING:** If applicable, the Awardee shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. **NOTE: Insurance and Bonding does not apply to this Agreement.**

24. **WORKER'S COMPENSATION:** If applicable, the Awardee shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement.

25. **DRUG FREE WORKPLACE:** The Awardee certifies and agrees to comply with the federal Drug Free Workplace requirements. Awardee will include Drug Free Workplace provisions in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

26. **NO BOYCOTT OF ISRAEL**: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

27. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

28. **PROVISIONS OF THE HATCH ACT:** Awardee agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

29. **COMPLIANCE:** Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the CDBG Program and will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.

H. SPECIAL TERMS AND CONDITIONS

1. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representatives, and assignees as follows:

2. Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, employees, officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;

3. The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary, and;

4. In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

5. **TERMINATION FOR CONVENIENCE:** The County may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damage whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

6. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Awardee violates any term(s) of this contract, the County shall have the right to immediately terminate the contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the contract by the awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this contract if the Awardee fails to fully meet the requirements of the Scope of Services.

7. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

8. In accordance with regulations at 2 CFR Part 200.339, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid by the Awardee.

9. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.

10. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate). **NOTE: Acquisition and renovation do not apply to this Agreement.**

11. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

12. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
    a. Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;

    b. Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or

    c. Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.

13. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
    a. Fails to file required reports or to meet project progress or completion deadlines;

    b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR Part 200). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.

    c. Expends funds under this Agreement for ineligible activities, services, or items;

d. Implements the project prior to notification from the County that the Federal environmental review process is completed;

e. Violates Labor Standards requirements; or

f. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

14. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives, or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

I. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318; and 570.611 which includes (but is not limited to) the following:

1. Awardee certifies that they shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, board members, or consultants engaged in the award and administration of contracts supported by Federal funds that include, but are not limited to, the Awardee requiring ongoing disclosure of apparent or potential conflicts of interest to the County as required in the provisions set out above.
2. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Awardee, or any designated public agency.

The County and the Awardee agree to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the County shall be permitted to receive or share any financial or unit benefits arising from the CDBG assisted project or program.

J. PREVENTING WASTE, FRAUD, AND ABUSE AND WHISTLEBLOWER PROTECTIONS: Awardee agrees to comply with the preventing waste, fraud, and abuse of Federal funds requirements of a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for

the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form.

Awardee agrees to comply with the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation of reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. The Awardee must inform employees in writing of their rights and remedies.

K. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

L. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

1. **Age Discrimination**: The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/sect504faq
2. **Aquifers**: The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303(e); https://www.law.cornell.edu/uscode/text/42/300h

3. **Archeological**: The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974; https://www.nps.gov/archeology/tools/laws/ahpa.htm
4. **Clean Air**: The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); https://www.epa.gov/laws-regulations/summary-clean-air-act
5. **Coastal Zone Management**: The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter33&edition=prelim
6. **Endangered Species**: The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter35&edition=prelim
7. **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982); https://www.ecfr.gov/current/title-24/subtitle-A/part-58?toc=1
8. **Equal Employment Opportunity**: The requirements of Executive Orders 11246 (as amended) (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 4I CFR, Chapter 60. https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
9. **Equal Opportunity in Housing**: Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified https://www.archives.gov/federal-register/codification/executive-order/11063.html
10. **Fair Housing Act**: The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order II063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; https://www.archives.gov/federal-register/codification/executive-order/11063.html
11. **Farmlands**: Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards. https://www.ecfr.gov/current/title-24/subtitle-A/part-51
12. **Flood Plain**: Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2. https://www.archives.gov/federal-register/codification/executive-order/11988.html
13. **Historic Preservation**: National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800 https://www.ecfr.gov/current/title-40/chapter-V/subchapter-A/part-1500
14. U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Health and Human Services (HHS), and the U.S. Department of Justice (DOJ) reminds participants of federal funds

how the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 is implemented in federally funded programs. HUD, HHS, and DOJ Joint Letter Regarding Immigrant Access to Housing and Services - HUD Exchange

15. **Lead Based Paint**: Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831
16. **Minority and Women's Business Enterprise**: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with CDBG funded activities. Each Contractor must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Contractor/Subcontractor will be required to identify contracts which have been bid by minority owned, women owned, and/or small disadvantaged businesses https://www.hudexchange.info/resource/248/guidance-on-minority-business-enterprise-and-womens-business-enterprise-outreach/
17. **Noise Abatement and Control:** 24 CFR 51 B https://www.ecfr.gov/current/title-24/subtitle-A/part-51
18. **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c); https://www.archives.gov/federal-register/codification/executive-order/11593.html
19. **Environmental Justice**: [Executive Order 12898 (as amended)] https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
20. **Relocation**: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)). https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim
21. **Section 3: Employment Opportunities**: The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or extremely-low income residents in connection with projects and activities in their neighborhoods https://www.hud.gov/section3
22. **Siting of HUD-Assisted Projects near Hazardous Operations**: Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted projects near stationary hazardous operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/
23. **Toxic or Hazardous Substances and Radioactive Materials**: Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could

affect the health and safety of occupants or conflict with the intended utilization of the property. https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/

24. **Wetlands**: Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5; https://www.archives.gov/federal-register/codification/executive-order/11990.html
25. **Wild & Scenic Rivers**: Applicable to projects within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)); https://www.law.cornell.edu/uscode/text/16/chapter-28
26. **VAWA:** The Violence Against Women Act (VAWA) Reauthorization of 2022. https://www.hud.gov/VAWA

M. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both Awardee and County.

N. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit, or otherwise affect the terms of this Agreement.

O. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation, or bylaw against entering into this Agreement.

P. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Q. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

R. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court, and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE

BY: _____ DATE: _____

BARBARA KELLY
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A- PROGRAM AREA
KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMITTEE

The principal offices of the **Knoxville-Knox County Community Action Committee** are located at 2247 Western Avenue, Knoxville, Tennessee 37921

The program area of the **Knoxville-Knox County Community Action Committee** Homeward Bound Program is located throughout Knox County, Tennessee.

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APPENDIX B - PERFORMANCE MEASUREMENTS
KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE

OBJECTIVE: Awardee will provide street outreach to individuals experiencing homelessness by connecting said individuals to resources required to attain stable housing. The street outreach is in coordination with the Knoxville-Knox County Office of Housing Stability (OHS).

National Objective	Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low-moderate income National Objective according to 24 CFR 570.208(a)(2)(i)(A)
Matrix Code	03T – Operating Costs Homeless/AIDS Patients

GOAL: Awardee will serve a minimum of 150 unduplicated persons experiencing homelessness with outreach and support services with at least 40 individuals obtaining housing.

PERFORMANCE INDICATORS-REPORTING MONTHLY: Awardee will provide the following report on a monthly basis, no later than the 15th of each month:

Number of unduplicated persons experiencing homelessness receiving outreach and support services _____

Number of individuals that obtained permanent housing _____

Narrative: Outline progress towards the set goals and objectives of the program as well as any barriers accomplishing those. The narrative will detail out how the national objective is met.

Data:

- Amount of money leveraged (from other Federal, state and private resources);
- Homeless Services Reporting Form;
- Race and ethnicity; and
- Female headed, veteran, disabled and elderly households.

TASKS:

- Awardee will connect individuals that are experiencing homelessness to resources
- Awardee will connect individuals experiencing homelessness to housing support.
- Awardee will actively participate with the Knoxville-Knox County Homeless Outreach Collaborative managed by OHS and use the approved CHAMP assessment tool to objectively rate homeless individuals and ensure accurate data is reported in the HMIS system.
- Awardee will provide homelessness services to individuals regardless of current locations within the boundaries of Knox County due to the inherent instability of location experienced by individuals experiencing homelessness; therefore, Awardee will provide services to individuals regardless of the current location within the boundaries of Knox County.
- Awardee will complete Homelessness Service Reporting Forms for every individual served.

APPENDIX B - PERFORMANCE MEASUREMENTS
KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE

- Awardee will follow all KCGCD policies and procedures and HUD's CDBG regulations and guidelines.
- Awardee will submit timely monthly reports.
- Awardee will submit timely monthly invoices.
- Awardee will request technical assistance, as needed.
- Awardee will report key program and financial personnel changes promptly to KCGCD;
- Awardee will maintain policies, procedures and documentation to prevent duplication of benefits;
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system Neighborly and/or adopted by Knox County to be used for data collection and project reporting.

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APPENDIX C- PROGRAM BUDGET
KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE

PROGRAM BUDGET LINE ITEM	PROGRAM FUNDING AMOUNT
Outreach Case Manager/Coordinator (1)	
Outreach Case Manager/Coordinator (2)	
Intake Specialist (1)	
Fringe Benefits	
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$123,559.00**
Communications & IT	
Materials and Supplies	
Professional Service Contracts	
Travel & Mileage Reimbursement	
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$8,441.00**
TOTAL PROGRAM BUDGET TOTAL NOT TO EXCEED	**$132,000.00**

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APPENDIX D –PROGRAM SCHEDULE
KNOXVILLE KNOX COUNTY COMMUNITY ACTION COMMITTEE

BENCHMARK	DEADLINE
A minimum of 10 unduplicated persons experiencing homelessness will have received services	Within 30-days of signing Agreement
A minimum of 70 unduplicated persons experiencing homeless will have received services	January 1, 2026

APPENDIX E-FEDERAL AWARD IDENTIFICATION WORKSHEET
KNOXVILLE KNOX COUNTY COMMUNITY ACTION COMMITTEE

Federal Award Identification Worksheet	
Awardee (subrecipient) name (must match name associated with its Unique Entity Identifier (SAM)	Knoxville-Knox County Community Action Committee
Subrecipient's Unique Entity Identifier (SAM)	M5MQTXXCFVJ8
Federal Award Identification Number (FAIN)	B-25-UC-47-0001
Federal award date	July 1, 2025
Subaward Period of Performance Start and End Date	July 1, 2025 through June 30, 2026
Subaward Budget Period Start and End Date	July 1, 2025 through June 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	14.218- Community Development Block Grant Program
Grant contract's begin date	July 1, 2025
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	$132,000.00
Total amount of federal funds obligated to the subrecipient	$132,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Awardee will provide street outreach to individuals experiencing homelessness by connecting said individuals to resources required to attain stable housing. The street outreach is in coordination with the Knoxville-Knox County Office of Housing Stability (OHS).
Name of federal awarding agency	U.S. Department of Housing and Urban Development Office
Name and contact information for the pass-through awarding official	Glenn Jacobs, Mayor of Knox County Attn: Knox County Grants and Community Development 400 W. Main St., Suite 364 Knoxville, TN 37902 Email: grants@knoxcounty.org Phone: 865-215-3980
Name and contact information for the subrecipient	Barbara Kelly, Executive Director 2247 Western Avenue Knoxville, TN 37921 Phone: (865) 546-3500 Fax: (865) 546-0832 Email: barbara.kelly@knoxcac.org
Is the federal award for research and development?	No

AGREEMENT BETWEEN
KNOX COUNTY
AND
NEIGHBORHOOD HOUSING, INC.

THIS AGREEMENT is entered into this _____ day of _____ 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **NEIGHBORHOOD HOUSING, INC.,** a non-profit corporation hereinafter referred to as **Awardee** and which is located at 318 N. Gay Street, Suite 210, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds (CFDA 14.218) from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Extremely Low Income" shall mean persons whose annual household income is 30% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

2. "Very Low-Income" shall mean persons whose annual household income is greater than 30% and up to 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

3. "Low-Moderate Income" shall mean persons whose annual household income is greater than 50% and up to 80% of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income, or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.

2. The County will provide to Awardee **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)** in 2025 CDBG Program Funds for the Operation Backyard (OBY) Minor Home Repair Program that serves low to moderate income homeowners for the purpose of home rehabilitation.

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. The federal award identification worksheet, which appears as Appendix D, is incorporated in this Agreement.

5. **NATIONAL OBJECTIVES:** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: The Awardee certifies that the activity/activities carried out under this Agreement will meet the low-moderate income National Objective provided in Appendix B.

6. **STAFFING**: Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

7. **NOTICES**: Notices required by this Agreement shall be in writing and delivered via email, mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. Communication and details concerning this contract shall be directed to the following contract representatives.

County:	**Awardee:**
Dana Walter, Grants Program Manager	Chris Martin, President
405 Dante Rd	318 N. Gay Street, Suite 210
Knoxville, TN 37918	Knoxville, Tennessee 37917
Phone (865) 215-3945	Phone (865) 524-2774
Fax (865) 215-3997	Fax (865) 525-4213
Email: dana.walter@knoxcounty.org	Email: cmartin@klf.org

8. **PERFORMANCE MONITORING**: The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.
9. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. TERM OF CONTRACT

The term of this Agreement shall be July 1, 2025 through June 30, 2026. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of June 2026.

Should any unforeseen circumstances arise, the contract may be extended to December 31, 2026, but only with written approval of Knox County Grants & Community Development.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet the deadlines provided in this Agreement may result in cancellation of this contract and the revocation of CDBG funds.

D. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **FIFTY THOUSAND DOLLARS AND NO/100 ($50,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of eligible cost incurred in compliance with 2 CFR Part 200 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

2. The Awardee will administer its program in conformance with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include Income Certification forms, invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for the CDBG project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed.

4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **fifteenth (15th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. **The Final Invoice must be received by July 15, 2026. Additional Invoices will be required if contract is extended per Section C above.** Itemization of Reimbursement requested for the Invoice Period must detail, at minimum, all of the following:

    a. Indicate Bill To: Knox County Grants & Community Development, 400 Main St, Suite 364 Knoxville, TN 37902 on the invoice;
    b. Indicate an Invoice #;
    c. Indicate the specific project that is requesting reimbursement;
    d. The amount requested by Grant Budget line-item;
    e. The total amount requested (all line-items) for the Invoice Period;
    f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
    g. Must provide back-up documentation that itemizes the goods and/or services that have been provided and the requested payment;
    h. Total of invoice must equal the total of itemized expenses.

5. Awardee shall provide the County with a monthly report by the **fifteenth (15th)** of each month that provides demographic client information including, but not limited to: racial, ethnic, head of household and the percentage of extremely low-income (0-30%), very low-income (31-50%) and low-moderate income (51-80%) households. Additional reporting requirements are set out in performance measurements Appendix B. **Please Note: The Final Monthly Report must be submitted by July 15, 2026. Additional and Final Monthly Reports will be required if the contract is amended and extended per Section C above.**

6. **ACCESS TO RECORDS AND RETENTION:** The County and other authorized representatives of the state and federal governments shall have the right to review and audit all records of Awardee pertaining to any payment by the County. All such records and all other records pertinent to this Agreement and work undertaken in this Agreement shall be maintained for a period of five (5) years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

7. **SINGLE AUDIT REQUIREMENTS:** The Awardee that spends $1,000,000 or more in a fiscal year in federal funds from all sources shall agree to have an annual agency audit conducted in accordance with 2 CFR Part 200.501. The Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Awardee is responsible for correcting any deficiencies noted in audit reports. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

8. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using

the FFATA Subaward Reporting System (FSRS) reporting tool. The County when deemed a Prime Awardee will report subawards under Federally-awarded contracts greater than or equal to $30,000 to Sam.gov.

E. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States, or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200.

2. Awardee shall prepare and submit monthly reports to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.

3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement as required by 24 CFR 570.502, and 2 CFR Part 200.333 for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.

4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.

5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations, as applicable. Awardee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

    a. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including beneficiary name, address, income, family size, race, ethnicity, veteran status, and if elderly, head of household, and/or disabled;
    b. Records demonstrating the client meets the low-and moderate-income limited clientele presumed benefit criterion at 24 CFR 570.208(a)(2)(i)(A) for Entitlements and 24 CFR 570.483(b)(2)(ii)(A), where applicable;

c. A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes, where applicable;
d. Records documenting compliance with fair housing and equal opportunity;
e. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333;
f. Compliance with relocation requirements, where applicable;
g. Compliance with preventing duplication of benefits;
h. Compliance with verifiable income certifications;
i. Compliance with lead-based paint;
j. Compliance with Whistleblower protections;
k. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

7. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

8. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Section H Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

F. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

G. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning the CDBG Program), including but not limited to the following:

1. USE OF FUNDS: Awardee agrees to comply with the uniform administrative requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act

of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246 (as amended), 11375, 12086, and 12259.

Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME**: Awardee may not retain and use any program income (as defined at 2 CFR 1201.80) derived from this project, it must be remitted promptly to the County and shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County. **NOTE: This program does not generate program income.**

3. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations. The Awardee will use the most current HUD income limits provided by the County. Income Certification forms for public service programs are required to be signed and dated by the client with the number of persons in the household and the corresponding maximum income range identified.

4. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

5. **CYBERSECURITY:** The Awardee shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the Awardee considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality consistent with 2 CFR 200.303.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246 (as amended), Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

   Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin, as allowable by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

   In the event of Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

8. **RELIGIOUS ORGANIZATION**
   If the Awardee can be considered to be a religious organization, then the Awardee shall abide by all portions of 2 CFR 3474.15. The County will not discriminate for or against any organization on the basis of the organization's religious character or affiliation and will ensure that the award of contracts is free from political interference, or even the appearance of such appearance. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities such as worship, religious instruction, or proselytization unless the activities are offered separately in time and location from the assistance and must be voluntary for the beneficiaries.

9. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyer's subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.

10. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 2 CFR Part 200.321.

11. **TRAFFICKING:** Awardee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

12. **DAVIS BACON:** If applicable, Awardee will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub agreements.

    The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

    For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request. **NOTE: Davis Bacon and Related Acts does not apply to this Agreement.**

13. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement. NOTE: Section 3 does not apply to this Agreement. **NOTE: Section 3 does not apply to this Agreement.**

14. **DOMESTIC PREFERENCES FOR PROCUREMENT:** As appropriate and to the extent consistent with the law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States. This requirement, pursuant to 2 C.F.R. Part 200.322 must be included in all subawards. In complying with this provision, Chapter 30B must still be followed to the extent practicable, consistent with M.G.L. c. 30B, § 1(b)(34).

15. **BUILD AMERICA BUY AMERICA:** If applicable, the Awardee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Awardee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. The Awardee shall maintain documentation that demonstrates compliance with BABA and shall make such documentation available to the County for review upon request. **NOTE: Build America, Buy America does not apply to this Agreement.**

16. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** If applicable, Awardee will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

17. **LEAD BASED PAINT:** If applicable, Awardee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.

18. **FLOOD INSURANCE:** If applicable, Awardee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

19. **PROPERTY STANDARDS:** If applicable, Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.

20. **SEAT BELT USE:** Awardee agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

21. **TEXT MESSAGING WHILE DRIVING:** Awardee agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

22. **PROHIBITED ACTIVITY**: Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. **See Section J for provisions on Fraud, Waste and Abuse and Whistleblower protections.**

23. **INSURANCE AND BONDING:** If applicable, the Awardee shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. **NOTE: Insurance and Bonding does not apply to this Agreement.**

24. **WORKER'S COMPENSATION:** If applicable, the Awardee shall provide Worker's Compensation Insurance coverage for all employees (if any) involved in the performance of this Agreement.

25. **DRUG FREE WORKPLACE:** The Awardee certifies and agrees to comply with the federal Drug Free Workplace requirements. Awardee will include Drug Free Workplace provisions in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

26. **NO BOYCOTT OF ISRAEL**: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

27. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

28. **PROVISIONS OF THE HATCH ACT:** Awardee agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

29. **COMPLIANCE:** Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the CDBG Program and will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.

H. SPECIAL TERMS AND CONDITIONS

1. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representatives, and assignees as follows:

2. Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, employees, officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;

3. The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary, and;

4. In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

5. **TERMINATION FOR CONVENIENCE:** The County may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damage whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

6. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Awardee violates any term(s) of this contract, the County shall have the right to immediately terminate the contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the contract by the awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this contract if the Awardee fails to fully meet the requirements of the Scope of Services.

7. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

8. In accordance with regulations at 2 CFR Part 200.339, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid by the Awardee.

9. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.

10. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate). **NOTE: Acquisition and renovation do not apply to this Agreement.**

11. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

12. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
    a. Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;

    b. Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or

    c. Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.

13. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
    a. Fails to file required reports or to meet project progress or completion deadlines;

    b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR Part 200). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.

    c. Expends funds under this Agreement for ineligible activities, services, or items;

d. Implements the project prior to notification from the County that the Federal environmental review process is completed;

e. Violates Labor Standards requirements; or

f. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

14. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives, or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

I. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318; and 570.611 which includes (but is not limited to) the following:

1. Awardee certifies that they shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, board members, or consultants engaged in the award and administration of contracts supported by Federal funds that include, but are not limited to, the Awardee requiring ongoing disclosure of apparent or potential conflicts of interest to the County as required in the provisions set out above.
2. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Awardee, or any designated public agency.

The County and the Awardee agree to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the County shall be permitted to receive or share any financial or unit benefits arising from the CDBG assisted project or program.

J. PREVENTING WASTE, FRAUD, AND ABUSE AND WHISTLEBLOWER PROTECTIONS: Awardee agrees to comply with the preventing waste, fraud, and abuse of Federal funds requirements of a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for

the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form.

Awardee agrees to comply with the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation of reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. The Awardee must inform employees in writing of their rights and remedies.

K. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

L. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

1. **Age Discrimination**: The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/sect504faq
2. **Aquifers**: The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303(e); https://www.law.cornell.edu/uscode/text/42/300h

3. **Archeological**: The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974; https://www.nps.gov/archeology/tools/laws/ahpa.htm
4. **Clean Air**: The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); https://www.epa.gov/laws-regulations/summary-clean-air-act
5. **Coastal Zone Management**: The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter33&edition=prelim
6. **Endangered Species**: The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter35&edition=prelim
7. **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982); https://www.ecfr.gov/current/title-24/subtitle-A/part-58?toc=1
8. **Equal Employment Opportunity**: The requirements of Executive Orders 11246 (as amended) (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 4I CFR, Chapter 60. https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
9. **Equal Opportunity in Housing**: Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified https://www.archives.gov/federal-register/codification/executive-order/11063.html
10. **Fair Housing Act**: The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order II063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; https://www.archives.gov/federal-register/codification/executive-order/11063.html
11. **Farmlands**: Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards. https://www.ecfr.gov/current/title-24/subtitle-A/part-51
12. **Flood Plain**: Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2. https://www.archives.gov/federal-register/codification/executive-order/11988.html
13. **Historic Preservation**: National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800 https://www.ecfr.gov/current/title-40/chapter-V/subchapter-A/part-1500
14. U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Health and Human Services (HHS), and the U.S. Department of Justice (DOJ) reminds participants of federal funds

how the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 is implemented in federally funded programs. HUD, HHS, and DOJ Joint Letter Regarding Immigrant Access to Housing and Services - HUD Exchange

15. **Lead Based Paint**: Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831
16. **Minority and Women's Business Enterprise**: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with CDBG funded activities. Each Contractor must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Contractor/Subcontractor will be required to identify contracts which have been bid by minority owned, women owned, and/or small disadvantaged businesses https://www.hudexchange.info/resource/248/guidance-on-minority-business-enterprise-and-womens-business-enterprise-outreach/
17. **Noise Abatement and Control:** 24 CFR 51 B https://www.ecfr.gov/current/title-24/subtitle-A/part-51
18. **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c); https://www.archives.gov/federal-register/codification/executive-order/11593.html
19. **Environmental Justice**: [Executive Order 12898 (as amended)] https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
20. **Relocation**: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)). https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim
21. **Section 3: Employment Opportunities**: The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or extremely-low income residents in connection with projects and activities in their neighborhoods https://www.hud.gov/section3
22. **Siting of HUD-Assisted Projects near Hazardous Operations**: Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted projects near stationary hazardous operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/
23. **Toxic or Hazardous Substances and Radioactive Materials**: Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could

affect the health and safety of occupants or conflict with the intended utilization of the property. https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/

24. **Wetlands**: Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5; https://www.archives.gov/federal-register/codification/executive-order/11990.html
25. **Wild & Scenic Rivers**: Applicable to projects within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)); https://www.law.cornell.edu/uscode/text/16/chapter-28
26. **VAWA:** The Violence Against Women Act (VAWA) Reauthorization of 2022. https://www.hud.gov/VAWA

M. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both Awardee and County.

N. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit, or otherwise affect the terms of this Agreement.

O. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation, or bylaw against entering into this Agreement.

P. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Q. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

R. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, the Chancery Court, and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

NEIGHBORHOOD HOUSING, INC.

BY: _____ DATE: _____

CHRIS MARTIN
PRESIDENT

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A- PROGRAM AREA
NEIGHBORHOOD HOUISNG, INC.

The principal offices of the **NEIGHBORHOOD HOUSING, INC.** are located at 318 N. Gay Street, Suite 210, Knoxville, Tennessee 37917.

The program area of **NEIGHBORHOOD HOUSING, INC.** is in Knox County and location varies by project.

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APPENDIX B - PERFORMANCE MEASUREMENTS
NEIGHBORHOOD HOUISNG, INC.

OBJECTIVE: The Awardee will facilitate the Operation Backyard Program that serves low to moderate income homeowners within Knox County. The Awardee will utilize volunteers as necessary, to construct and/or repair access ramps, exterior stairs, porches, and roofs for primarily elderly and disabled homeowners.

National Objective	Awardee is eligible as a single-unit residential activity under 24 CFR 570.202. This activity meets the low-moderate income National Objective according to 24 CFR 570.208(a)(3).
Matrix Code	14A-Rehabilitation; Single-Unit Residential

GOAL: Awardee will provide services outlined in the objective to a minimum of fifteen (15) homes in Knox County.

PERFORMANCE INDICATORS-REPORTING MONTHLY: Awardee will provide the following report on a monthly basis, no later than the 15th of each month:

Number of homes that receive minor rehabilitation services _____

Number of dwelling units occupied by elderly _____

Narrative:

- Individual project goals and outcomes;
- Successes and setbacks;
- Activities not completed;
- List of Required permits;
- Defined Key Performance Indicators (KPIs) to determine progress; and
- Other relevant details requested

Data:

- Amount of money leveraged (from other Federal, state and private resources);
- Number of households served;
- Income levels of persons assisted by 30 percent, 50 percent, or 80 percent of area median, adjusted for family size;
- Race and ethnicity; and
- Female headed, veteran, disabled and elderly households.

TASKS:

- Awardee will follow all environmental review requirements. No funds will be advanced and no costs may be incurred until Knox County has conducted an environmental review of the proposed project site. The environmental review may result in a decision to proceed, modify or cancel the project. The violation of this provision will result in the denial of any funds under this Agreement. Awardee will pre-screen homeowners on eligibility criteria and give referrals to other programs

CONTINUED APPENDIX B - PERFORMANCE MEASUREMENTS
NEIGHBORHOOD HOUISNG, INC.

as necessary. Prepare NHI Program application with homeowner and include source eligibility documentation (wage statements, interest statements, etc.) in the project file.

- Awardee will verify income following 24 CFR Part 5 Income Calculations and maintain the record in each program file.
- Awardee will verify property ownership and maintain verification in each program file.
- Awardee will conduct initial unit inspections with photographs and prepare preliminary report of deficiency, recommendations of corrective actions, and cost estimates.
- Awardee will obtain and maintain records of all required permits.
- Awardee will follow all KCGCD polices and procedures and HUD's CDBG regulations and guidelines.
- Upon request, any required documents of an Awardee's project will be submitted to the County for the file record.
- All equipment will be new and certified lead-free.
- Awardee will schedule, oversee, manage and inspect the Project throughout all phases of construction.
- Awardee will retain copies of all executed contracts of scope of work, change orders, on-site inspections and sign-off on all work and final inspections.
- All detailed work associated with the construction or design costs shall be outlined in each invoice.
- Awardee may request to amend the project schedule, as long as it is submitted to KCGCD no less than sixty (60) days prior to the milestone to be amended. The written request shall detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule.
- Awardee will submit timely monthly reports.
- Awardee will submit timely monthly invoices.
- Awardee will request technical assistance, as needed.
- Awardee will report key program and financial personnel changes promptly to KCGCD;
- Awardee will maintain policies, procedures and documentation to prevent duplication of benefits;
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system Neighborly and/or adopted by Knox County to be used for data collection and project reporting.

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APPENDIX C- PROGRAM BUDGET
NEIGHBORHOOD HOUISNG, INC.

PROGRAM BUDGET LINE ITEM	PROGRAM FUNDING AMOUNT
Personnel Cost(s)	
Fringe Benefit(s)	
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$20,000.00**
Professional and Outside Services	
Staff Development	
Materials and Supplies	
Travel and Mileage	
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$30,000.00**
TOTAL PROGRAM BUDGET TOTAL NOT TO EXCEED	**$50,000.00**

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APPENDIX D-FEDERAL AWARD IDENTIFICATION WORKSHEET
NEIGHBORHOOD HOUISNG, INC.

Federal Award Identification Worksheet	
Awardee (subrecipient) name (must match name associated with its Unique Entity Identifier (SAM)	Neighborhood Housing, Inc.
Subrecipient's Unique Entity Identifier (SAM)	FMJ7H1JNSE95
Federal Award Identification Number (FAIN)	B-25-UC-47-0001
Federal award date	July 1, 2025
Subaward Period of Performance Start and End Date	July 1, 2025 through June 30, 2026
Subaward Budget Period Start and End Date	July 1, 2025 through June 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	14.218- Community Development Block Grant Program
Grant contract's begin date	July 1, 2025
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	$50,000.00
Total amount of federal funds obligated to the subrecipient	$50,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	The Awardee will facilitate the Operation Backyard Program that serves low-moderate income elder and disabled Knox County citizens. The Awardee will utilize volunteers as necessary, to construct and/or repair access ramps, exterior stairs, porches, and roofs.
Name of federal awarding agency	U.S. Department of Housing and Urban Development Office
Name and contact information for the pass-through awarding official	Glenn Jacobs, Mayor of Knox County Attn: Knox County Grants and Community Development 400 W. Main St., Suite 364 Knoxville, TN 37902 Email: grants@knoxcounty.org Phone: 865-215-3980
Name and contact information for the subrecipient	Chris Martin, President 318 N. Gay Street, Suite 210 Knoxville, Tennessee 37917 Phone (865) 524-2774 Fax (865) 525-4213 Email: cmartin@klf.org
Is the federal award for research and development?	No

AGREEMENT BETWEEN
KNOX COUNTY
AND
UNIVERSITY OF TENNESSEE

THIS AGREEMENT is entered into this _____ day of _____ 2025 by **KNOX COUNTY**, hereinafter referred to as the **County**, **UNIVERSITY OF TENNESSEE** and**,** a public higher educational institution of the State of Tennessee hereinafter referred to as **Awardee** and which is located at 2240 Sutherland Avenue, Suite 2, Knoxville, Tennessee 37919.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds (CFDA 14.218) from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation, and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Extremely Low Income" shall mean persons whose annual household income is 30% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

2. "Very Low-Income" shall mean persons whose annual household income is greater than 30% and up to 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

3. "Low-Moderate Income" shall mean persons whose annual household income is greater than 50% and up to 80% of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or

rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.

2. The County will provide to Awardee **TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00)** in 2025 CDBG Program funds for the Knoxville Homeless Management Information System (HMIS).

3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. The federal award identification worksheet, which appears as Appendix D, is incorporated in this Agreement.

5. **NATIONAL OBJECTIVES:** Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low and moderate-income clientele National Objective according to 24 CFR 570.208(a)(2). NOTE: This program is data collection only and does not require a signed and dated income verification form to verify client income.

6. **STAFFING**: Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

7. **PERFORMANCE MONITORING**: The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

8. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. TERM OF CONTRACT

The term of this Agreement shall be July 1, 2025 (or the date all authorized signatures are obtained), through June 30, 2026. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of June 2026. Should any unforeseen circumstances arise, the contract may be extended to December 31, 2026 but only with approval of Knox County Grants & Community Development.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG funds.

D. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on a standard Awardee invoice with adequate and proper documentation of eligible cost incurred in compliance with 2 CFR Part 200 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, Appendix C. Requests to adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to payment. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

2. The Awardee will administer its program in conformance with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents will be provided in a format approved by the County. Such documents include, but are not limited to, a Payroll Distribution Report for all personnel costs associated with this grant. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.

4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **last day** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. **The Final Invoice must be received by July 15, 2026 unless contract is extended per Section C above.**

   Awardee shall provide the County with a monthly report by the **last day** of each month that provides demographic client information including, but not limited to: racial, ethnic, head of household and the percentage of extremely low-income (0-30%), very low-income (31-50%) and low-moderate income (51-80%) households. **Please Note: The Final Monthly Report must be submitted by July 15, 2026. Additional Monthly Reports will be required if contract is extended per Section C above.**

5. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

6. The Awardee that expends $1,000,000 or more in a fiscal year in federal funds from all sources shall agree to have an annual agency audit conducted in accordance with 2 CFR Part 200.501. The Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds.

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning the CDBG Program), including but not limited to the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246 (as amended), 11375, 12086, and 12259.

   Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

   Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24

CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME**: Awardee may not retain and use any program income (as defined at 2 CFR 1201.80) derived from this project. **NOTE: This program does not generate program income.**

3. **DAVIS BACON:** Awardee will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

   The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

   For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

   The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request. NOTE: Davis Bacon and Related Acts does not apply to this Agreement.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations. The Awardee will use the most current income limits provided by the County. Income Certification forms for public service programs are required to be signed and dated by the client with the number of persons in the household and the corresponding maximum income range circled.

5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the

Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

6. **CYBERSECURITY:** The Awardee shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the Awardee considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality consistent with 2 CFR 200.303.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246 (as amended), Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

   Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

   In the event of Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyer's subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.

8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR VETERAN-OWNED BUSINESSES, LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS**

ENTERPRISES: Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 2 CFR Part 200.321.

9. **PROHIBITED ACTIVITY**: Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

10. **TRAFFICKING:** Awardee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

11. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **FLOOD INSURANCE:** Awardee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.

14. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

15. **LEAD BASED PAINT:** Awardee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.

16. **SEAT BELT USE:** Awardee agrees to comply with Executive Order 13043, 62 FR 19217, and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. **TEXT MESSAGING WHILE DRIVING:** Awardee agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

18. **DOMESTIC PREFERENCE FOR PROCUREMENTS:** As appropriate, and to the extent consistent with the law, the Awardee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States in adherence with the Build America, Buy America Act. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. NOTE: Build America, Buy America Act does not apply to this Agreement.

19. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally awarded contracts greater than or equal to $30,000.

20. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement. **NOTE: Section 3 does not apply to this Agreement.**

21. **HOLD HARMLESS AGREEMENT:** The Awardee is self-insured under the provisions of the Tennessee Claims Commission Act (T.C.A. 9-8-301 et seq.). Any liability of the Awardee or any third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the Awardee or its employees under this Agreement will be governed by the provisions of said Act.

22. **COMPLIANCE:** Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the CDBG Program and will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.

23. **NO BOYCOTT OF ISRAEL**: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

24. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

F. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Awardee violates any term(s) of this contract, the County shall have the right to immediately terminate the contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the contract by the awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this contract if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. In accordance with regulations at 2 CFR Part 200.339, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid in accordance with regulations at 2 CFR § 200.343 and 2 CFR § 200.344.

5. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.

6. If applicable, real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate). NOTE: Acquisition and renovation do not apply to this Agreement.

7. If applicable, in all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

8. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
    a. Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;

    b. Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or

    c. Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.

9. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
    a. Fails to file required reports or to meet project progress or completion deadlines;

    b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 2 CFR Part 200). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.

    c. Expends funds under this Agreement for ineligible activities, services, or items;

    d. Implements the project prior to notification from the County that the Federal environmental review process is completed;

    e. Violates Labor Standards requirements; or

    f. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

10. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives, or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

G. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States, or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its

subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200.500.

2. Awardee shall prepare and submit monthly reports to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.

3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement as required by 24 CFR 570.502, and 2 CFR Part 200.333 for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.

   Please Note: "The Awardee is self-insured under the provisions of the Tennessee Claims Commission Act (T.C.A. 9-8-301 et seq.). Any liability of the Awardee or any third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the Awardee or its employees under this Agreement will be governed by the provisions of said Act."

4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.

5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Awardee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

   a. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;

   b. Records documenting compliance with nondiscrimination, fair housing, and equal opportunity;

   c. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333;

d. Records demonstrating compliance with conflict-of-interest requirements.

e. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

7. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

8. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with Section F **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems and to provide any and all data and documents of whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

Please Note: The Awardee Records Management Office (RMO) is governed both by the state's records management program as mandated by several state statutes and gubernatorial decrees (T.C.A. codes) and by University Policy and Procedures (UT FPS 05, 150, 01). The Awardee can protect, and retain or dispose of records in accordance with rules and regulations established by the Public Records Commission (T.C.A. 10-7-303).

I. PROVISIONS OF THE HATCH ACT

Awardee agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

J. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318, which includes (but is not limited to) the following:

1. Awardee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Awardee, or any designated public agency.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

K. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

L. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

1. **Age Discrimination**: The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/sect504faq
2. **Aquifers**: The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303(e); https://www.law.cornell.edu/uscode/text/42/300h
3. **Archeological**: The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974; https://www.nps.gov/archeology/tools/laws/ahpa.htm
4. **Clean Air**: The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); https://www.epa.gov/laws-regulations/summary-clean-air-act
5. **Coastal Zone Management**: The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter33&edition=prelim
6. **Endangered Species**: The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter35&edition=prelim
7. **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982); https://www.ecfr.gov/current/title-24/subtitle-A/part-58?toc=1
8. **Equal Employment Opportunity**: The requirements of Executive Orders 11246 (as amended) (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 4I CFR, Chapter 60 (as amended). https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
9. **Equal Opportunity in Housing**: Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified https://www.archives.gov/federal-register/codification/executive-order/11063.html
10. **Fair Housing Act**: The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order II063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; https://www.archives.gov/federal-register/codification/executive-order/11063.html

11. **Farmlands**: Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards. https://www.ecfr.gov/current/title-24/subtitle-A/part-51
12. **Flood Plain**: Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2. https://www.archives.gov/federal-register/codification/executive-order/11988.html
13. **Historic Preservation**: National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800 https://www.ecfr.gov/current/title-40/chapter-V/subchapter-A/part-1500
14. **Immigration Status**: Requirement that all members of a household must be either US citizens, resident aliens (have a green card), or one of several exempt classes to occupy a HOME assisted unit. https://www.hudexchange.info/resource/5123/hud-hhs-and-doj-joint-letter-regarding-immigrant-access-to-housing-and-services/
15. **Lead Based Paint**: Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831
16. **Minority and Women's Business Enterprise**: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with CDBG funded activities. Each Contractor must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Contractor/Subcontractor will be required to identify contracts which have been bid by minority owned, women owned, and/or small disadvantaged businesses https://www.hudexchange.info/resource/248/guidance-on-minority-business-enterprise-and-womens-business-enterprise-outreach/
17. **Noise Abatement and Control:** 24 CFR 51 B https://www.ecfr.gov/current/title-24/subtitle-A/part-51
18. **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c); https://www.archives.gov/federal-register/codification/executive-order/11593.html
19. **Environmental Justice**: [Executive Order 12898 (as amended)] https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
20. **Relocation**: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)). https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim
21. **Section 3: Employment Opportunities**: The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and

contract opportunities for low- or extremely-low income residents in connection with projects and activities in their neighborhoods https://www.hud.gov/section3

22. **Siting of HUD-Assisted Projects near Hazardous Operations**: Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted projects near stationary hazardous operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/
23. **Toxic or Hazardous Substances and Radioactive Materials**: Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property. https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/
24. **Wetlands**: Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5; https://www.archives.gov/federal-register/codification/executive-order/11990.html
25. **Wild & Scenic Rivers**: Applicable to projects within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)); https://www.law.cornell.edu/uscode/text/16/chapter-28

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Awardee shall comply with all applicable federal, state, local laws, and University of Tennessee policies.

P. LAW AND VENUE

To the extent that there is no Federal statute or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law or regulation to be in Federal court, or is not subject to the provisions of the Tennessee Claims

Commission Act, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____
GLENN JACOBS
COUNTY MAYOR

UNIVERSITY OF TENNESSEE

BY: _____ DATE: _____
CHELSEA INMAN
INTERIM DIRECTOR, SPONSORED PROGRAM CONTRACT AND AGREEMENTS

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

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APPENDIX A- PROGRAM AREA
UNIVERSITY OF TENNESSEE

The University of Tennessee's Office of Research, Innovation & Economic Development (ORIED) is located at 2240 Sutherland Avenue, Suite 2, Knoxville, Tennessee 37919.

The University of Tennessee's Social Work Office of Research and Public Service (UT-SWORPS) KnoxHMIS grants management office address is located at 916 Volunteer Blvd, Knoxville, TN 37916.

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APPENDIX B- PERFORMANCE MEASUREMENTS
UNIVERSITY OF TENNESSEE

OVERVIEW
Awardee is a Public Service (a public higher educational institution of the State of Tennessee), that provides essential services and activities that are designed to address and improve the quality of life, both for the individuals needing the services and the community around them.

OBJECTIVE
To manage a secure information system linking Knox area homeless providers.

The County will provide **TWENTY THOUSAND DOLLARS AND NO/100 ($20,000)** from 2025 CDBG funds for Awardee to continue to improve service delivery for 3,000 homeless persons* through the implementation and management of a secure information system linking Knox area homeless service providers. Knox HMIS staff works closely with the Knoxville-Knox County Homeless Coalition to access and manage real-time client and resource data and provide client tracking, service delivery capture, case management tools, and reporting through a web-based browser interface. *HUD CDBG regulations define homeless persons per 24 CFR 91.5. *MATRIX CODE: 03T-Operating Costs Homeless/AIDS Patients*

PERFORMANCE INDICATORS:

Number of persons assisted with new access to a service. _____

GOALS
KnoxHMIS will address four (4) goals:

1. Operate the information system for Knox County homeless service providers.
2. Increase community collaboration to end homelessness.
3. Research trends among those experiencing homelessness, and
4. Provide a spectrum of reporting to community partners, local government, the Department of Housing and Urban Development, Veteran's Administration, Substance Abuse and Mental Health Services Administration, and Families and Youth Service Bureau.

TASKS
Awardee will collect data on three thousand (3,000) homeless individuals.

Awardee will compile aggregated demographic and service data by zip code, utilizing the data of KnoxHMIS recipients that provided the zip code of their last known address. The report will be compiled minimally on an annual basis.

Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting. The following specific data will be required for reporting monthly:

1. Amount of money leveraged (from other Federal, state, local, and private sources) per activity;
2. Race and ethnicity;
3. Female-headed and elderly households.

APPENDIX C- BUDGET
UNIVERSITY OF TENNESSEE

PROGRAM BUDGET LINE ITEM	CDBG PROGRAM FUNDING AMOUNT
Staff Members	
Program Manager (1)	
Fringe Benefits	
PROGRAM PERSONNEL COSTS SUBTOTAL	**$20,000.00**
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$20,000.00**

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APPENDIX D-FEDERAL AWARD IDENTIFICATION WORKSHEET
UNIVERSITY OF TENNESSEE

Federal Award Identification Worksheet	
Awardee (subrecipient) name (must match name associated with its Unique Entity Identifier (SAM)	University of Tennessee
Subrecipient's Unique Entity Identifier (SAM)	FN2YCS2YAUW3
Federal Award Identification Number (FAIN)	B-25-UC-47-0001
Federal award date	July 1, 2025
Subaward Period of Performance Start and End Date	July 1, 2025 through June 30, 2026
Subaward Budget Period Start and End Date	July 1, 2025 through June 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	14.218- Community Development Block Grant Program
Grant contract's begin date	July 1, 2025
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	$20,000.00
Total amount of federal funds obligated to the subrecipient	$20,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Awardee is a Public Service (a public higher educational institution of the State of Tennessee), that provides essential services and activities that are designed to address and improve the quality of life, both for the individuals needing the services and the community around them.
Name of federal awarding agency	U.S. Department of Housing and Urban Development Office
Name and contact information for the pass-through awarding official	Glenn Jacobs, Mayor of Knox County Attn: Knox County Grants and Community Development 400 W. Main St., Suite 364 Knoxville, TN 37902 Email: grants@knoxcounty.org Phone: 865-215-3980
Name and contact information for the subrecipient	Chelsea Inman, Interim Director, Sponsored Program Contract and Agreements 2240 Sutherland Avenue, Suite 2 Knoxville, Tennessee 37919 Email: osp@utk.edu (865) 974-3466
Is the federal award for research and development?	No

RLA-17421 **R-25-6-508**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Rachael Crigger, COMMUNITY DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a program-based Professional Services Agreement with Martha Pack d.b.a. Adapt & Stay, LLC for aging in place and occupational services to elderly individuals receiving services in the Knox County Home Rehabilitation (KCHR) Program. (Federally funded by U.S. Department of Housing and Urban Development's (HUD) Older Adult Home Modification Program).
(Community Development)

Attachments

Resolution

Adapt & Stay Professional Service Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PROGRAM-BASED PROFESSIONAL SERVICES AGREEMENT WITH MARTHA PACK D.B.A. ADAPT & STAY, LLC FOR AGING IN PLACE AND OCCUPATIONAL SERVICES TO ELDERLY INDIVIDUALS RECEIVING SERVICES IN THE KNOX COUNTY HOME REHABILITATION (KCHR) PROGRAM. (FEDERALLY FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) OLDER ADULT HOME MODIFICATION PROGRAM)

RESOLUTION: **R-25-6-508**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Martha Pack is a licensed Occupational Therapist and Certified Aging in Place Specialist; and

WHEREAS, Martha Pack has specialized knowledge and skill necessary to assist in the administration of the U.S. Department of Housing and Urban Development's (HUD) Older Adult Home Modification Program (OAHMP); and

WHEREAS, Martha Pack d.b.a. Adapt & Stay, LLC has agreed to provide professional aging in place and occupational therapy services to elderly individuals receiving services in the Knox County Home Rehabilitation Program under the administration of HUD's OAHMP (Program); and

WHEREAS, the proposed agreement with Martha Pack d.b.a. Adapt & Stay, LLC sets forth the scope of services and terms under which the professional services will be provided by Martha Pack d.b.a. Adapt & Stay, LLC.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Professional Services Agreement with Martha Pack d.b.a. Adapt & Stay, LLC for aging in place and occupational therapy services to elderly individuals receiving services in the Knox County Home Rehabilitation Program is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforesaid Professional Services Agreement with Martha Pack d.b.a. Adapt & Stay, LLC shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is by and between Knox County, Tennessee (herein referred to as "Knox County"), and Martha Pack d.b.a. Adapt & Stay, LLC, a limited liability company, (herein referred to as "Martha Pack").

RECITALS:

WHEREAS, Martha Pack is a licensed Occupational Therapist and Certified Aging in Place Specialist who has specialized knowledge of Occupational Therapy; and

WHEREAS, Martha Pack has specialized knowledge and skill necessary to assist in the administration of the U.S. Department of Housing and Urban Development's Older Adult Home Modification Program (OAHMP); and

WHEREAS, Martha Pack has agreed to provide professional services to Knox County Grants and Community Development (KCGCD) Department's Home Rehabilitation (KCHR) Program for OAHMP related services as set out in *Attachment A – Statement of Work*, for costs set out in *Attachment B - Schedule of Pricing*, and within a timeframe set out in *Attachment C- OAHMP Services Timeline.*

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Knox County hereby engages Martha Pack, and she accepts such engagement, to provide specialized services in accordance with the terms of this Agreement and the terms set out in *Attachment A -Statement of Work, Attachment B – Schedule of Pricing, Attachment C – OAHMP Services Timeline, Attachment D - Required Federal Language for Professional Service Agreement.*

Section 2. Martha Pack agrees to be immediately available by phone, Microsoft Teams, and email upon the request of KCGCD staff.

Section 3. The law of the State of Tennessee and the Charter of Knox County shall govern this Agreement. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

Section 4. Knox County, with KCGCD approval, will pay Martha Pack for services satisfactorily rendered as outlined in Attachment A.

The total amount billed to Knox County under the term of this Agreement shall not exceed *Two Hundred Sixty-One Thousand Dollars and no/100 ($261,000.00)* for services performed under this Agreement for the OAHMP (Program). The services described in this Agreement are billable by Martha Pack to Knox County with the approval of KCGCD and as outlined in Attachment B. Martha Pack agrees to submit a request for reimbursement of services no more than once each month and no later than the 15th of the

month for services performed during the month preceding. A final request for reimbursement shall be submitted no later than April 15, 2028. Martha Pack agrees to provide KCGCD with any necessary information to satisfy Knox County's requirements for reimbursement and agrees to ensure all requests correlate to client referrals made by KCGCD only. All reimbursement requests should be in conformance with Attachment C. Requests to adjust objectives, tasks, and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the KCGCD Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Attachment B, or tasks outlined Attachment A, or benchmarks outlined in Attachment C, by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

Section 5. Martha Pack agrees to supply her own equipment to conduct work described in this Agreement. Knox County will supply Martha Pack with access to the Home for Life Design database required to complete the job functions as set out herein and for the duration of this Agreement. The County will not provide equipment or materials to Martha Pack other than access to the Home for Life Design database for the term of this Agreement. Martha Pack's Home for Life Design database access provided by Knox County will be terminated upon the completion of the Agreement.

Section 6. Martha Pack is an independent contractor of Knox County, as defined by the Internal Revenue Code and regulations and nothing in this Agreement is intended to, nor shall it be construed to, create an employer-employee relationship. The services to be rendered hereunder by Martha Pack shall be rendered in a manner consistent with the prevailing standards of care exercised by other persons engaged in providing such services in the community and in a manner consistent with the provisions of this Agreement. Knox County shall not withhold on behalf of Martha Pack any sums for income tax, unemployment insurance, Social Security, Medicare or any other withholding pursuant to any law or requirement of any governmental body relating to amounts paid to Martha Pack, all of which shall be the sole responsibility of Martha Pack. Neither shall Knox County make available to Martha Pack any of the benefits afforded to employees of Knox County.

Martha Pack shall indemnify and hold Knox County, its officers, agents, and employees harmless from and against any and all loss or liability whatsoever arising with respect to all losses incurred by them on account of her breach of the provisions of this Agreement. In the event the United States Internal Revenue Service, or any other governmental body, questions or challenges the independent contractor status of Martha Pack, both Martha Pack and Knox County shall have the right to participate in any discussion or negotiation occurring with such entity irrespective of who initiates such discussions or negotiations.

Section 7. If any compensation is paid to Martha Pack that is disallowed, in whole or in part, as a deductible expense for federal or state income tax purposes, and if Knox County is required to make payments to a taxing authority as a result of such disallowance, Martha Pack shall repay to Knox County an amount equal to the disallowance.

Section 8. The term of this Agreement shall begin on the latest date signed below and shall terminate on March 31, 2028, unless terminated sooner as provided herein.

Section 9. Either party may terminate this Agreement with or without cause at any time. The County reserves the right to terminate this Agreement for convenience. If this Agreement is terminated by either party before March 31, 2028, Martha Pack will be paid by Knox County all money she has invoiced through the termination date for services that she satisfactorily completed.

Section 10. This Agreement contains the entire understanding of the parties with respect to its subject matter, including Attachments A, B, C, and D, as referenced herein. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives.

Section 11. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, neither party will be entitled to collect any costs, expenses, or attorney fees from the other party.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by themselves or their duly authorized representative as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____ DATE: _____
GLENN JACOBS, MAYOR

MARTHA PACK d.b.a. ADAPT & STAY, LLC

By: _____ DATE: _____
MARTHA PACK
CEO & OWNER

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

PROFESSIONAL SERVICES AGREEMENT
Attachment A - Statement of Work

The scope of professional services provided by Martha Pack include aging in place and occupational therapy services to individuals receiving services though Knox County Home Rehabilitation (KCHR) Program under the administration of HUD's OAHMP(Program).

Goal: Martha Pack will assist in providing services to a minimum of 225 elderly households approved through the OAHMP (Program).

Objectives:

The KCHR Program staff will manage applications and determine if elderly homeowners are eligible to be served by the OAHMP services. The KCHR Program staff will also be responsible for administering the accessibility improvements and costs associated with the improvements for eligible OAHMP homeowner participants.

Martha Pack will conduct the professional services described in this Agreement.

Tasks:

Visit 1 Milestone Summary. Martha Pack will determine the accessibility needs of the household and provide a detailed and comprehensive work order of home maintenance activity specifications to be performed using the *Home for Life Design* database.

Visit 2 Milestone Summary: Martha Pack will provide fall prevention training for elderly household members.

Visit 3 Milestone Summary. Martha Pack will visit the home within one (1) month after construction completion to ensure modifications meet the work order and provide training on proper use of adaptive equipment, where needed. Martha Pack will conduct follow-up assessments and reporting in *Home for Life Design* database.

NOTE: Martha Pack is provided use/access for the *Home for Life Design* database for OAHMP participants and use is *strictly prohibited* for individuals who are not KCHR eligible OAHMP participants.

Martha Pack agrees that the objectives and tasks set out above can be modified by KCGCD to meet the objectives of the OAHMP (Program) administered under the KCHR Program.

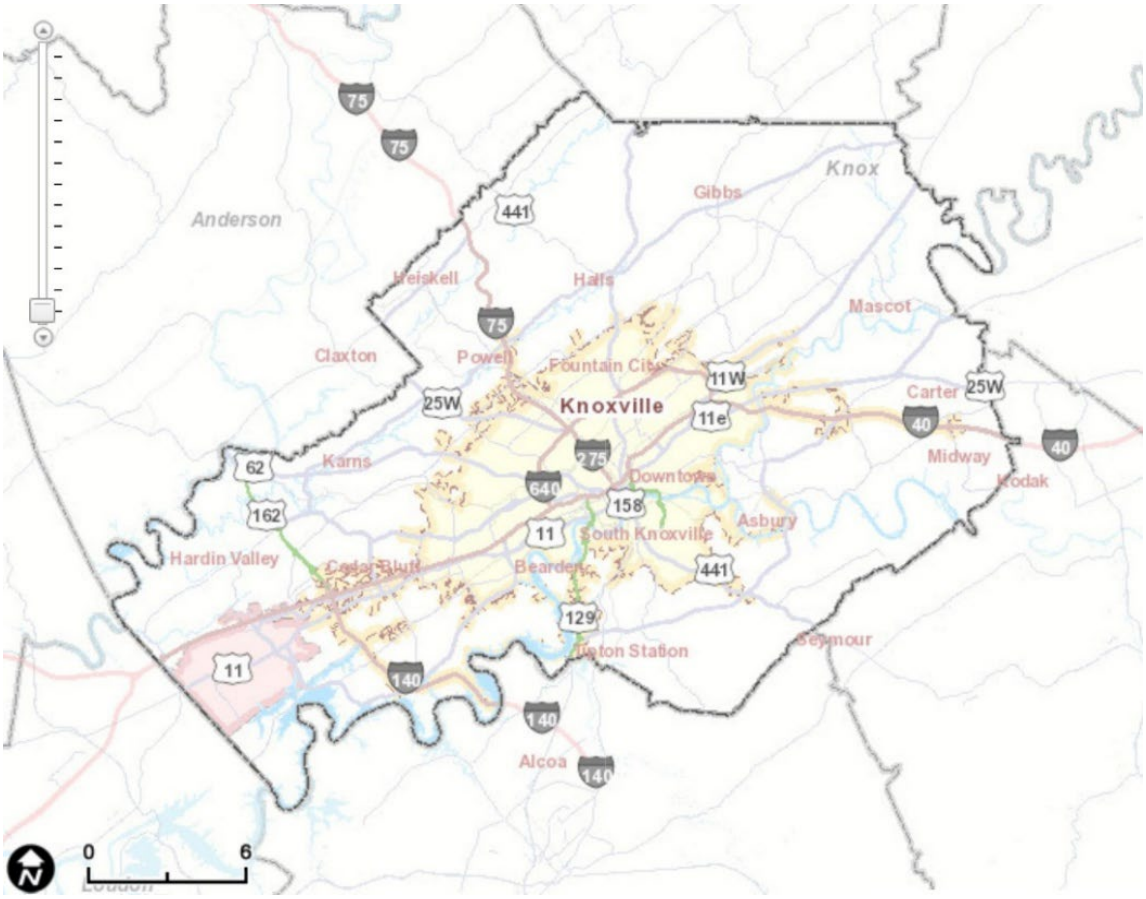
PROFESSIONAL SERVICES AGREEMENT
Attachment B - Schedule of Pricing

Martha Pack agrees to the Schedule of Pricing for services to include the following:

Home Visit	*Service Costs Not to Exceed per Visit
Home Visit 1	$ 700.00
Home Visit 2	$ 230.00
Home Visit 3	$ 230.00
Total Home Visit Service Costs for Households Not to Exceed:	**$1,160.00**
TOTAL BUDGET FOR TERM OF AGREEMENT NOT TO EXCEED	**$261,000.00**

*Service costs include travel time, mileage, and time conducting services related to each visit. No mileage reimbursement will be provided as part of this Agreement. All participants served by Martha Pack are in the unincorporated parts of Knox County as shown below.

The KCHR Program will provide use/access of the *Home for Life Design* database to Martha Pack for eligible OAHMP participants only.



PROFESSIONAL SERVICES AGREEMENT
Attachment C - OAHMP Services Timeline

Quarter	Period of Performance	Service Activities	Cumulative Total of Final Inspections
Q1	April 1, 2025 through June 30, 2025	Contract negotiations and Commission approval	0
Q2	July 1, 2025 through September 30, 2025	Conduct 15 initial inspections and 0 final inspections.	0
Q3	October 1, 2025 through December 31, 2025	Complete an additional 15 initial and 15 final inspections from the previous period of performance.	15
Q4	January 1, 2026 through March 31, 2026	Complete an additional 15 initial and 15 final inspections from the previous period of performance.	30
Q5	April 1, 2026 through June 30, 2026	Complete an additional 20 initial and 20 final inspections from the previous period of performance.	50
Q6	July 1, 2026 through September 30, 2026	Complete an additional 20 initial and 20 final inspections from the previous period of performance.	70
Q7	October 1, 2026 through December 31, 2026	Complete an additional 30 initial and 30 final inspection from the previous period of performance.	100
Q8	January 1, 2027 through March 31, 2027	Complete an additional 25 initial and 25 final inspection from the previous period of performance.	125
Q9	April 1, 2027 through June 30, 2027	Complete an additional 25 initial and 25 final inspection from the previous period of performance.	150
Q10	July 1, 2027 through September 30, 2027	Complete an additional 25 initial and 25 final inspection from the previous period of performance.	175
Q11	October 1, 2027 through December 30, 2027	Complete an additional 25 initial and 25 final inspection from the previous period of performance.	200
Q12	January 1, 2028 through March 30, 2028	Complete an additional 25 initial and 25 final inspection from the previous period of performance.	225

PROFESSIONAL SERVICES AGREEMENT
Attachment D - Required Federal Language for Professional Service Agreement

FEDERAL CONTRACT PROVISIONS (2 CFR PART 200.327 APPENDIX II)

Contractor agrees to comply with all applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. The Uniform Administrative Requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement.

2. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11375, 12086, and 12259. Contractor agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirement of any other nondiscrimination statute(s) which may apply to the application.

   Contractor agrees to carry out all activities assisted with HUD funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Contractor does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Contractor does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No HUD project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

3. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and HUD's implementing regulation at 31 C.F.R. Part 19. 18

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

6. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

8. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A HUD employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

9. Contractor agrees to comply with the preventing waste, fraud, and abuse of Federal funds requirements of a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form.

Contractor agrees to comply with the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation of reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. The Contractor must inform employees in writing of their rights and remedies.

10. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor should encourage its employees and subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. https://www.govinfo.gov/content/pkg/FR-1997-04-18/pdf/97-10331.pdf

11. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

13. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

14. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients, including contractors and subcontractors, from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

15. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to $30,000.

16. Contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subcontractors must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

a) Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, board members, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer, board or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency. The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

18. Contractor certifies that, to the best of its knowledge and belief:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer 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 20 the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

19. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

20. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

21. Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel.

22. By entering into this contract, each contractor and each person signing on behalf of any contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each contractor is not on the list of persons who engage in investment activities in Iran, created pursuant to Tennessee Code Annotated § 12-12-106.

23. Contractor agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

RLA-17349 **R-25-6-601**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $80,000.00 with the Tennessee Department of Health for the provision of Electronic Lab Order and Lab Result Interface for the period beginning July 1, 2025 and ending on June 30, 2026. (No local match required)
(Health Department)

Attachments

Resolution

Grant for ELO/LRI

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $80,000.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF ELECTRONIC LAB ORDER AND LAB RESULT INTERFACE FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-6-601**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received a grant contract from the Tennessee Department of Health for the provision of Electronic Lab Order and Lab Result Interface for the period beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $80,000.00 for the aforesaid purpose, as further defined in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Health for the provision of Electronic Lab Order and Lab Result Interface is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of Electronic Lab Order and Lab Result Interface shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1 2025	June 30, 2026	34308-10725	

Grantee Legal Entity Name	Edison Vendor ID
Electronic Lab Order and Lab Result Interface	2699

Subrecipient or Recipient	Assistance Listing Number
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end June 30, 2025

Service Caption (one line only)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		$80,000.00			$80,000.00
TOTAL:		**$80,000.00**			**$80,000.00**

Grantee Selection Process Summary

☐ Competitive Selection	Describe the competitive selection process used.
☒ Non-competitive Selection	To meet data modernization standards, Metro Health Departments must implement electronic test orders and results.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
KNOX COUNTY HEALTH DEPARTMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Electronic Lab Order and Lab Result Interface, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2 Definitions. For the purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. ACK statement – An element of the HL7 electronic message that is an acknowledgement that a system sends to indicate that data has been received successfully.

b. Centers for Disease Control and Prevention (CDC) – The branch of the U.S. Public Health Services under the Department of Health and Human Services (HHS) charged with the investigation and control of contagious disease in the nation.

c. Compendium - A dictionary of codes related to lab orders and results.

d. Current Procedural Terminology (CPT) - A medical code set maintained by the American Medical Association that describes medical, surgical, and diagnostic services and is designed to communicate uniform information about medical services and procedures among physicians, coders, patients, accreditation organizations, and payers for administrative, financial, and analytical purposes.

e. Intergy – The Electronic Health Records System (EHR) utilized by the Knox County Health Department

f. Electronic Health Record (EHR) - Systematic collection of electronic health information about individual patients or populations. It is a record in digital format that is capable of being shared across different health care settings.

g. Electronic Test and Orders Interface (eTOR) - Enables laboratories and health care providers to directly exchange standardized test orders and results across different facilities and electronic information systems using agreed upon standards.

h. Health Level Seven International (HL7) - Founded in 1987, a not-for-profit, ANSI accredited standards developing organization dedicated to providing a comprehensive framework and related standards for the exchange, integration, sharing, and retrieval of electronic health information that supports clinical practice and the management, delivery, and evaluation of health services.

i. International Classification of Diseases, Tenth Edition (ICD-10) – A diagnostic and procedure coding system used to catalog health conditions.

j. Laboratory Data Exchange (LDX) – A portion of CDC's PHIG funding that focuses on activities to sustain or improve laboratory information systems and advance laboratory data exchange for improved response time to disease outbreaks and prevention, including funding to establish and advance seamless, bidirectional, automated laboratory data exchange systems.

k. Laboratory Information Management System (LIMS) – A software solution used to effectively manage laboratory samples and the associated data.

l. Laboratory Order Interface (LOI) – Automation of the electronic communication of test order information between EHR Systems and LIMS.

m. Logical Observation Identifiers Names and Codes (LOINC) – A common language (a set of identifiers, names, and codes) for identifying health measurements, observations, and documents.

n. Laboratory Results Interface (LRI) – Automation of the electronic communication of test results information between LIMS and EHR systems.

o. STARLIMS – The Laboratory Information System (LIMS) utilized by the SPHL for laboratory sample management and data transfer.

p. Strengthening U.S. Public Health Infrastructure, Workforce and Data Systems grant (PHIG) – A CDC funded grant that supports critical public health infrastructure needs of health departments across the United States.

q. Systematized Medical Nomenclature for Medicine-Clinical Terminology (SNOMED CT) - A clinical terminology system that provides a standardized and scientifically validated way of representing clinical information captured by clinicians consistently and comprehensively as an essential part of producing electronic health information.

r. Trading Partner Agreement - An agreement between TDH and trading partners that have agreed to exchange data electronically. The agreement outlines the terms of the trade or trading process, including responsibilities, who's involved, how data or information will be delivered and received.

s. US Core Data for Interoperability (USCDI) - A standardized set of health data classes and constituent data elements for nationwide, interoperable health information exchange.

A.3 Service Goals. To ensure that federal funds allocated in the LDX portion of CDC's PHIG are distributed to Knox County Health Department upon completion of HL7 2.5.1 electronic orders and results interface (eTOR) between Knox Co Health Department's EHR, Intergy, and the State Public Health Lab's (SPHL) LIMS, STARLIMS, for laboratory testing performed at the SPHL.

A.4 Services Description. The Grantee shall work with the SPHL and Intergy vendor to onboard eTOR between Intergy and STARLIMS utilizing HL7 2.5.1 standards.

a. Facilitate interaction between the SPHL and Intergy for project management of eTOR project.

b. Organize and conduct design sessions with subject matter experts to identify the necessary configurations, system design for reports and interface development within thirty (30) days of finalization of contract.

c. Support State developed Trading Partner Agreement (TPA), interoperability standards, and specific HL7 2.5.1 Implementation Guides.

d. Supply, enter and maintain national standard coding files (CPT® and ICD 10 at a minimum) and successor versions, facilitating SPHL billing through insurance claims.

e. Meet certification criteria outlined in federal regulation including but not limited to the 21st Century Cures Act final rule, the Health Information Technology for Economic and Clinical Health Act (HITECH), and Health Insurance Portability and Accountability Act (HIPAA), that are designed to promote interoperability, support data exchange, address instances of information blocking, and the adoption of nationally 7 recognized electronic health information exchange, interoperability, and vocabulary standards.

f. Support the US Core Data for Interoperability (USCDI) and remain up to date with the latest version.

g. Perform user acceptance testing of receipt and transmission of electronic test orders and results.

h. Where not already specified, support the standards and implementation specifications identified in the latest Interoperability Standards Advisory (ISA) Reference Edition published by the Office of National Coordinator of Health IT(ONC). The 2021 Reference editions includes implementation specifications, code/value sets, and terminology standards.

i. Grantee shall configure necessary interfaces to ensure that the EHR interoperates with STARLIMS as listed in the table below. Additionally, the Grantee is expected to support US Core Data for Interoperability (USCDI), and all vocabulary and terminology standards referenced by the interoperability standards and the USCDI including but not limited to ICD-10, SNOMED-CT, LOINC, CPT, and associated value sets like those published by HL7.

System Name	Description	Data Flow	HL7?	Implementation Details
Lab STARLIMS LOI	Submission of Laboratory Order to the Lab. Need to have the ability to send order cancellation requests and order updates. Likely receive Lab Order ACKs.	Bi-Directional (LOI = EHR to LIMS LOI ACK = LIMS to EHR)	Yes	HL7 Version 2.5.1 Implementation Guide: Laboratory Orders (LOI) from EHR, Release 1, - US Realm
Lab STARLIMS LRI	Receipt of Lab Result, including preliminary, final, and corrected results as well as accommodate reflex testing. Likely send ACKs	Bi-Directional (LRI = LIMS to EHR LRI ACK= EHR to LIMS)	Yes	HL7 Version 2.5.1 Implementation Guide: Laboratory Orders (LOI) from EHR, Release 1, - US Realm
Lab Compendium	Receipt of Lab Compendium of tests from the Laboratory including necessary metadata and coding for various concepts like order codes, specimen codes, AOE questions and coding	Input Only	Yes	

A.5 Service Recipients. Those benefitting from this contract will include all people living in and around Knox County that use the Knox County Health Department locations for medical services that conclude in collection of laboratory samples that are sent to the SPHL for testing.

A.6 Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.7 In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall log into their Edison Supplier Portal to complete the information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.8 No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on Date July1, 2025 and ending on Date, June 30, 2026. The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed eighty thousand dollars ($80,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly using Attachment 3, with all necessary supporting documentation, and present such to:

By email:
Paula.L.Gibbs@tn.gov

By Regular mail:
Tennessee Department of Health, Division of Lab Services
ATTN: Paula Gibbs, Laboratory Informatics Manager
630 Hart Lane
Nashville, TN 37243
Paula.L.Gibbs@tn.gov

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

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

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

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State Attachment 4.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Paula Gibbs, Laboratory Informatics Manager
Tennessee Department of Health, Division of Lab Services
630 Hart Lane, Nashville, TN 37216
Paula.L.Gibbs@tn.gov
Telephone # 615-262-6364
FAX # 615-262-6393

The Grantee:

Kevin Parton, Senior Director
Knox County Government dba Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917-6434
tdhcontracts@knoxcounty.org
Telephone # 865-215-5273
Fax # 865-215-5295

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee

shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 5 to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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. §§ 200.317—200.327 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.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Grantee shall protect State Data as follows:

(1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments have been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report per NIST 800-115 that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Grantee.

(5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (iOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.

(6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment 6.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a

computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: one (1) hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: twenty-four (24) hours

(2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.3. Comptroller Audit Requirements.

(1) When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Grantee's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract.

(2) Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all

information technology logging and scanning conducted within the Grantee's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Grantee's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Grantee's and Subcontractor's compliance with NIST 800-171 and all applicable requirements, laws, regulations, or policies.

(3) Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

(4) The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

(5) Each party shall bear its own expenses incurred while conducting the information technology controls audit.

E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where

the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT dba KNOX COUNTY HEALTH DEPARTMENT:

GLENN JACOBS, COUNTY MAYOR **DATE**

KEVIN PARTON, SENIOR DIRECTOR **DATE**

APPROVED AS TO FORM: CONTRACT NO.:

JESSICA JERNIGAN-JOHNSON, DEPUTY LAW DIRECTOR **DATE**

TENNESSEE DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP COMMISSIONER **DATE**

RLA-17382 **R-25-6-602**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $806,200.00 with the Tennessee Department of Health for the provision of Tuberculosis Control and Prevention services for the period beginning July 1, 2025 and ending on June 30, 2026. (No local match required)
(Health Department)

Attachments

Resolution

Grant for TB Control & Prevention

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $806,200.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF TUBERCULOSIS CONTROL AND PREVENTION SERVICES FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-6-602**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received a grant contract from the Tennessee Department of Health to provide Tuberculosis Control and Prevention services for the period beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $806,200.00 to provide the aforesaid services, as further defined in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Health for the provision of Tuberculosis Control and Prevention is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of Tuberculosis Control and Prevention shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2025	June 30, 2026	34349-55126	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: 93.116

Grantee's fiscal year end: June 30, 2026

Service Caption (one line only)

KKR FY 2026 Metro TB Control and Prevention

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$711,200.00	$95,000.00	0	0	$806,200.00
TOTAL:	**$711,200.00**	**$95,000.00**	**0**	**0**	**$806,200.00**

Grantee Selection Process Summary

☐ Competitive Selection

☒ Non-competitive Selection

The grantee is a government entity that has been determined to have the necessary organization, experience, and technical resources and expertise to perform the scope of services outlined in the contract.

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.

Eric Bucholz

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00008104 HL00007901	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Tuberculosis Control and Prevention, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

a. "TB" means tuberculosis.

b. "TTBEP" means the Tennessee Tuberculosis Elimination Program.

c. "CDC" means the Centers for Disease Control & Prevention of the U. S. Department of Health and Human Services.

d. "TBI" means tuberculosis infection.

e. "TDH" means Tennessee Department of Health.

A.3. Service Goals. The service goal is to achieve sustained TB control and enhanced TB prevention in each Grantee area, aiming to eventually eliminate TB as a public health threat in Tennessee.

A.4. Service Recipients. Service recipients are all persons in Tennessee at high risk for TBI or active TB disease.

A.5. Service Description.

The Grantee shall use the grant funds to the TTBEP service goal as follows:

a. General:

(1) Conduct the regional TB program as a functional part of the statewide Tennessee Tuberculosis Elimination Program (TTBEP) of the Grantor State Agency for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEP TB Manual, a copy of which has been provided to the Grantee, is maintained on file with TDH, and will be posted on the TTBEP SharePoint website; and subsequent revisions which will be communicated via e-mail to the Grantee.

(2) Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.

(3) Effectively operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public health entity or medical practice to provide clinical services in accordance with the current TTBEP TB Manual. A copy of such agreement will be made available to TTBEP Central Office upon request.

(4) Provide clinical services to all persons with suspected or confirmed TB disease and persons with TBI referred by the East Tennessee Regional Health Office of TDH.

b. Specific:

(1) Identify a Health Officer who will function as the local TB Control Officer with primary responsibility for establishing and maintaining local TB outreach/control services.

(2) Identify a physician(s) licensed in the State of Tennessee with qualifications acceptable to the TTBEP Medical Director, through employment or contract arrangement, to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office a copy of the arrangement. New physician(s) employed or engaged by sub-contract arrangement after July 1, 2025, who provide services to TB patients, will be credentialed through an appropriate method to verify licensure, board certification(s), work history and incident(s) of medical malpractice or other legal actions involving patient care. Documentation of credentialing efforts by the Grantee shall be available to TTBEP Program Director upon request.

(3) Identify a TB program manager or supervisor to oversee the TB program. If this supervisor has both administrative and clinical duties, he/she must be allowed adequate time to perform administrative duties to satisfactorily fulfill the requirements of this Grant Contract. The East Region TB nurse (state employee) will function as a member of the East Region TB Program (ERTBP) but will be supervised by the Communicable and Environmental Diseases (CEDS) Director at the East Tennessee Regional Office.

(4) Maintain a staffing level to adequately carry out TB program activities. If at any time fewer than seventy-five percent (75%) of the positions funded through this contract arrangement are filled, Grantee will promptly notify the TTBEP Central Office and submit a corrective action plan which documents plans and efforts to remediate the staffing deficiency. Grantee will promptly notify TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks, with explanation of how physician coverage will be maintained during the absence of the TB physician.

(5) Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEP TB Manual.

(6) Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis.

(7) If services and treatment for individual patients are not provided according to current TTBEP TB Manual, adequate explanation and justification of the management utilized will be documented in the patient's health department record.

(8) Grantee shall evaluate local TB program performance in accordance with CDC national objectives and the Standards of Public Health Practice listed in the current TTBEP TB Manual, and in a timely manner establish and implement a plan to improve program performance as indicated. A copy of such plan will be made available to TTBEP Central Office upon request.

(9) Grantee shall ensure that education and training are provided to TB program staff and to the TB clinician(s) including opportunities to attend national TB meetings, when appropriate, so that staff have adequate knowledge to carry out responsibilities and duties set forth in the TTBEP TB Manual. Documentation of TB-related Continuing Medical Education credits and Continuing Education Units awarded to an employee or clinician will be retained in the employee file.

(10) Grantee shall ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all educational activities sponsored by TTBEP Central Office. These activities include but are not limited to monthly or bi-monthly statewide conference calls, annual statewide meeting, video conferences and on-site training sessions, if applicable.

(11) Grantee shall maintain a roster of all staff performing TB services with employee name, position title, salary and percent of time performing TB services. If services are provided through a contract arrangement, the roster should include the name of the contractor(s) and business entity, type of service provided, and volume of services provided to TB patients. The roster should be updated as changes occur and not less than quarterly, and a copy should be submitted to TTBEP Central Office.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

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

b. The TTBEP TB Manual;

c. The Rules of Tennessee Department of Health, Health Services Administration, Communicable and Environmental Disease Services, Chapter 1200-14-1.

d. Current Lists of Reportable Diseases in Tennessee for Healthcare Providers and for Healthcare Laboratories.

A.7. Service Reporting.

Grantee shall conduct ongoing and systematic data collection, analysis and submit reports as follows:

a. Report all suspected and confirmed cases of TB and cases of TBI in accordance with established reporting requirements and guidelines in the TTBEP TB Manual.

b. Report individuals with newly suspected or confirmed TB disease to Central Office within two (2) business days of the initial report to the health department.

c. Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state’s surveillance system.

d. Facilitate TB case and suspect reporting from various community sources (e.g., physicians, laboratories, hospitals, and pharmacies) and routinely monitor the completeness of reporting and the duration of time between diagnosis and reporting.

e. Pursuant to section 212(a)(1) of the Immigration and Nationality Act and the Public Health Service Act (42 U.S.C. 246(b)), locate, evaluate, and treat all immigrants classified as A, B1 or B2 by the CDC.

A.8. Service Deliverables.

Deliverable	Contract Section	Delivery Date(s)	Due to Whom	Requested Format
Conduct the TB Program as a functional part of the Tennessee Tuberculosis Elimination Program of the Tennessee Department of Health for the delivery of TB outreach and control services in accordance with the most current publication of the TTBEP TB Manual.	A.5.a.(1)	Ongoing	TTBEP Central Office	As specified in TTBEP TB Manual
Collaborate with the TTBEP Central Office in meeting requirements and national objectives for TB control and prevention services as established by the Division of Tuberculosis Elimination of the CDC.	A.5.a.(2)	Ongoing	TTBEP Central Office	Written communication
Operate and manage a TB clinic on the premises, unless an agreement is made between the Grantee and other public health entity or medical practice to provide clinical services.	A.5.a.(3)	Ongoing	TTBEP Central Office	A document signed by Grantee Official
Provide clinical services to all persons with suspected or confirmed TB disease and persons with TBI referred by the East Tennessee Regional Health Office of TDH.	A.5.a.(4)	Ongoing	TTBEP Central Office	A document signed by Grantee Official
Identify a Health Officer who will function as the local TB Control Officer.	A.5.b.(1)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official

Identify a physician(s) to provide and oversee direct patient care services to all persons with suspected or confirmed TB disease and persons with TBI. If a physician's services are obtained through a professional service arrangement, provide to TTBEP Central Office a copy of the arrangement.	A.5.b.(2)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Identify a TB program manager or supervisor to oversee the TB program.	A.5.b.(3)	At contract initiation	TTBEP Central Office	A document signed by Grantee Official
Maintain a staffing level of seventy-five percent (75%) or more at all times. If at any time fewer than seventy-five percent (75%) of the positions funded through this contract arrangement are filled, Grantee will promptly notify the TTBEP Central Office and submit a corrective action plan. Grantee will promptly notify TTBEP Central Office if the TB physician is unable to perform TB program responsibilities for a period longer than two (2) consecutive weeks.	A.5.b.(4)	Within five (5) business days of such occurrence	TTBEP Central Office	Written notification
Ensure that each TB program staff person has read appropriate role-related Modules of the current TTBEP TB Manual.	A.5.b.(5)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
Ensure that all nurses who will be performing case management activities complete the CDC Core Curriculum on Tuberculosis as well as appropriate training provided by the Central Office staff.	A.5.b.(6)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
If services and treatment for individual patients are not provided according to current TTBEP TB Manual, adequate explanation and justification of the management utilized will be	A.5.b.(7)	Ongoing	TTBEP Central Office	Documentation in health records

documented in the patient's health department record.				
Evaluate local TB program performance, establish and implement a plan to improve program performance as indicated.	A.5.b.(8)	Ongoing	TTBEP Central Office	Written plan maintained in Grantee file
Ensure that education and training are provided to TB program staff and to the TB clinician(s) including opportunities to attend national TB meetings, documentation of TB-related Continuing Medical Education credits and Continuing Education Units awarded to an employee or clinician will be retained in the employee file.	A.5.b.(9)	Ongoing	N/A	Written plan of activities maintained in Grantee file.
Ensure the TB Program Manager or designee and at least one (1) additional staff person from the local/regional TB program participate in all TTBEP statewide monthly conference calls, and in education and training programs conducted by the TTBEP Central Office, including statewide meetings, video conferences and on-site training sessions, if applicable. If it is not possible for a representative from a local/regional TB program to participate, the TB Program Manager will notify the Central Office at least twenty-four (24) hours beforehand.	A.5.b.(10)	Within 5 business days of event	N/A	Record of participation
Maintain a current roster of all staff performing TB services.	A.5.b.(11)	Ongoing	N/A	Grantee files
Report individuals with newly suspected or confirmed TB disease to Central Office within two (2) business days of the initial report to the health department.	A.7.b.	Ongoing	TTBEP Central Office	Written notification
Record and update surveillance data for suspected or confirmed TB cases and persons with TB infection in a timely manner into the state's surveillance system.	A.7.c.	Ongoing	State Surveillance System	System Data Entry

A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.10. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Mr. Anthony Fultz
Grants Management Specialist
Centers for Disease Control and Prevention
Infectious Disease Services Branch
District Chamblee, Bldg. 2900 TCU-3
Atlanta, GA 30341
Email: qjj7@cdc.gov (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (formerly FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed eight hundred and six thousand, two hundred dollars ($806,200.00) (“Maximum Liability”). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, using Attachment 3, with all necessary supporting documentation, and present such to:

Yigzaw Belay
Tennessee Department of Health
TB Elimination Program
710 James Robertson Parkway
Nashville, TN 37243

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

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

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

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State. Attachment 4

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

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

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State.

The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Tennessee Department of Health
TB Elimination Program
Andrew Johnson Tower
710 James Robertson Parkway
Email Address: yigzaw.belay@tn.gov
Telephone: (615) 253-2308
Fax: (615) 253-1370

The Grantee:

The Government of Knox County dba Knox County Health Department
Kevin Parton, Senior Director
140 Dameron Avenue
Knoxville TN 37919-6413
Email Address: Kevin.Parton@knoxcounty.org
Telephone #: 865-215-5273
FAX #: 865-215-5295

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and

regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or Attachment 5 to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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. §§ 200.317—200.327 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.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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

E.3. 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.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For

the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq*. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Centers for Disease Control and Prevention and the Region 4 Office of the Environmental Protection Agency.

E.7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.116 Project Grants and Cooperative Agreements for Tuberculosis Control Programs.

E.8. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at http://hsaintranet.health.tn.gov/ and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

E.9. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Grantee shall protect State Data as follows:

(1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify

the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments have been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report per NIST 800-115 that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Grantee.

(5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.

(6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment #6.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hours

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 hours

(2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.10. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Grantee's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Grantee's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Grantee's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Grantee's and Subcontractor's compliance with NIST 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

IN WITNESS WHEREOF,

for KNOX COUNTY HEALTH DEPARTMENT:

KEVIN PARTON, SENIOR DIRECTOR **DATE**

for THE GOVERNMENT OF KNOX COUNTY:

GLENN JACOBS, MAYOR OF KNOX COUNTY **DATE**

for APPROVED AS TO FORM

JESSICA JERNIGAN JOHNSON, DEPUTY LAW DIRECTOR **DATE**

for TENNESSEE DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER **DATE**

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	The Government of Knox County dba Knox County Health Department
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	NU52PS910295
Federal award date	12/19/2024
Subaward Period of Performance Start and End Date	7/1/2025 – 6/30/2026
Subaward Budget Period Start and End Date	1/01/2025 - 12/31/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.116, Project Grants and Coopreative Agreements for Tuberculosis Control Programs.
Grant contract's begin date	7/01/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	$95,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$754,647.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Tuberculosis Elimination in Tennessee
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Mr. Anthony Fultz Grants Management Specialist Centers for Diease Control & Prevention Infectious Disease Services Branch District Chamblee, Bldg. 2900 TCU-3 Atlanta, GA 30341 404-498-4033 qjj7@cdc.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Chuck Owen Tennessee Department of Health TB Elimination 710 James Robertson Parkway Nashville, TN 37243 615-253-1367 chuck.owen@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	14.7%

ATTACHMENT 2
(BUDGET PAGE 1)

GRANT BUDGET

The Government of Knox County DBA Knox County Health Department - Tuberculosis Control

Budget Period: July 1, 2025 through June 30, 2026

LINE ITEM NUMBER	LINE ITEM DESCRIPTION [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries [2]	$513,900.00	$0.00	$513,900.00
2	Benefits & Taxes (30%)	$154,200.00	$0.00	$154,200.00
4, 15	Professional Fee / Grant & Award [2]	$4,000.00	$0.00	$4,000.00
5	Supplies	$10,000.00	$0.00	$10,000.00
6	Telephone	$5,300.00	$0.00	$5,300.00
7	Postage & Shipping	$200.00	$0.00	$200.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$9,300.00	$0.00	$9,300.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel / Conferences [2]	$16,500.00	$0.00	$16,500.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$26,000.00	$0.00	$26,000.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (10% Salary + Benefits)	$66,800.00	$0.00	$66,800.00
24	In-Kind Expenses	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$806,200.00**	**$0.00**	**$806,200.00**

1 Each expense object line-item shall be defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).
2 Applicable detail follows this page if line-item is funded.

ATTACHMENT 2
(continued)

GRANT BUDGET
LINE-ITEM DETAIL

(BUDGET PAGE 2)

Line 1: SALARIES - CURRENT					
employee name & position	monthly salary	# months	percentage effort	longevity (if any)	total salary FY 2025
Margaret Whipple, Lead TB RN Case Manager	$6,039.82	12	100%		$72,477.84
Pamela Powers, TB RN Case Manager	$5,560.97	12	100%		$66,731.64
Vacant, TB Case Manager	$4,362.60	12	100%		$52,351.18
Vacant, TB Case Manager	$4,362.60	12	100%		$52,351.18
Andrea Pruitt, Health Services Clerk	$3,872.64	12	25%		$11,617.92
Heather Bradner, NP	$7,376.27	12	50%		$44,257.62
Bill Blomenkamp, Program Manager	$7,759.83	12	47%		$43,765.44
Alicia Campbell, Disease Intervention Specialist	$3,705.82	12	100%		$44,469.84
Dr. Megan Edwards, Infecious Disease Physician	$22,102.99	12	9%		$23,871.23
Erica Vega, X-Ray Technician	$3,957.68	12	100%		$47,492.16
Ryan Kemnetz, Disease Intervention Specialist - Lead	$5,441.38	12	43%		$28,077.52
Vacant, Disease Intervention Specialist	$3,669.13	12	60%		$26,417.74
				ROUNDED TOTAL	**$513,900.00**

Line 4,15: PROFESSIONAL FEE / GRANT & AWARD	AMOUNT
X Ray read by Radiologist	$4,000.00
ROUNDED TOTAL	**$4,000.00**

Line 11,12: TRAVEL / CONFERENCES & MEETINGS	AMOUNT
TB Meetings at State	$750.00
Routine Travel	$15,000.00
National TB Controller's Meeting (membership/travel)	$750.00
ROUNDED TOTAL	**$16,500.00**

Line 16: SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Incentives & Enablers	$1,000.00
Payment of expenses to house clients	$25,000.00
ROUNDED TOTAL	**$26,000.00**

TN Department of Health

Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.) _____

PO Line # (Req.) _____

Receipt # (Req.) _____

Agency Invoice # _____

Edison Contract # _____

Edison Vendor # _____

Edison Address Line # _____

AP Attachment (check if yes)

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice # _____

Invoice Date _____

Service Start Date _____

Service End Date _____

Contract Start Date _____

Contract End Date _____

Contact Person Name _____

Phone # _____

Remit Payment to:

Business Name _____

Street Address _____

City _____

State _____

ZIP _____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL			

ATTACHMENT 3

Section 3: Payment Information (to be completed by TDH Program)

Invoice Received Date _____ Invoice Received by (Name) _____

Service Type (Select One): Medical Services Non-Medical Services

Speedchart	Department ID	User Code	Project ID	Amount ($)

Total Amount:_____

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

_____ Program Signature 1

_____ Program Signature 2

_____ Program Signature 3

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries															
Benefits															
Fee/Grant/Award															
Supplies															
Telephone															
Postage and Shipping															
Occupancy															
Equipment Rental and Maintenance															
Printing and Publications															
Travel/Conferences and Meetings															
Interest															
Insurance															
Specific Assistance to Individuals															
Depreciation															
Other Non-Personnel															
Capital Purchase															
Indirect Costs															
Totals															

ATTACHMENT
4 Policy 007
Report

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

Schedule A

Page # of # pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	**Total Personnel Expenses**				
4	Professional Fees				
5	Supplies				
6	Telecommunication				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses: (list details in a-d)				
	a				
	b				
	c				
	d				
19	**Total Non-personnel Expenses**				
20	Reimbursable Capital Purchases				
21	**Total Direct Program Expenses**				
22	Administrative Expenses				
23	**Total Direct and Administrative Expenses**				
24	In-Kind Expenses				
25	**Total Program Expenses**				

STATE OF TENNESSEE
PROGRAM REVENUE REPORT
AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Program Funds**				
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**				
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 minus lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)				
58	Advances				
59	This reimbursement (line 57 minus line 58)				

STATE OF TENNESSEE

NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	**Total Personnel Expenses**				
4	Professional Fees				
5	Supplies				
6	Telecommunication				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses: (list details in a-d)				
	a				
	b				
	c				
	d				
19	**Total Non-personnel Expenses**				
20	Reimbursable Capital Purchases				
21	**Total Direct Program Expenses**				
22	Administrative Expenses				
23	**Total Direct and Administrative Expenses**				
24	In-Kind Expenses				
25	**Total Nongrant Program Expenses**				

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT
AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1

Page # of Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:		
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Nongrant Funds**				
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**				
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 minus lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)				
58	Advances				
59	This reimbursement (line 57 minus line 58)				

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	**Total Personnel Expenses**				
4	Professional Fees				
5	Supplies				
6	Telecommunication				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses: (list details in a-d)				
	a				
	b				
	c				
	d				
19	**Total Non-personnel Expenses**				
20	Reimbursable Capital Purchases				
21	**Total Direct Program Expenses**				
22	Administrative Expenses				
23	**Total Direct and Administrative Expenses**				
24	In-Kind Expenses				
25	**Total Expenses**				

ATTACHMENT 5

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress and any activities that were not completed).*

Submit one copy each to:

- **yigzaw.belay@tn.gov**
- **fa.audit@tn.gov**

RLA-17395 **R-25-6-603**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Melinda Goodman, HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $196,900.00 with the Tennessee Department of Health for the provision of Grant in Aid Funds for the period beginning on July 1, 2025 and ending on June 30, 2026. (No local match required)

(Health Department)

Attachments

Resolution

GIA Grant Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $196,900.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF GRANT IN AID FUNDS FOR THE PERIOD BEGINNING ON JULY 1, 2025 AND ENDING ON JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-6-603**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received an endowment grant contract from the Tennessee Department of Health for the provision of Grant in Aid Funds for the period beginning on July 1, 2025 and ending on June 30, 2026; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $196,900.00 to provide public health services for an array of programs and direct patient care services to meet the public health needs of Knox County citizens, as further defined in the Scope of Services and Deliverables section of the attached contract; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Health for the provision of Grant in Aid Funds is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of Grant in Aid Funds shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

ENDOWMENT GRANT CONTRACT

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2025	June 30, 2026	34360–37826	
Public Chapter	**Bill #**	**Section**	**Item**

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County	2830

Service Caption (one line only)

Grant in Aid funds

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	$196,900.00				$196,900.00
TOTAL:	**$196,900.00**				**$196,900.00**

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☒ Government ☐ NOT Minority/Disadvantaged

☐ Other:

Grantee Selection Process Summary

☐ Competitive selection	
☒ Non-competitive selection	Tennessee Code Annotated 68-2-901 authorizes the Department of Health to distribute Grant in Aid funds to counties

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.

Eric Bucholz

CPO USE - EG

Speed Chart (optional)	Account Code (optional)
HL00007904	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and The Government of Knox County, hereinafter referred to as the "Grantee," is for the provision of Grant in Aid Funds, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Description. Health services provided in this county represent an array of programs and direct patient care services that illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols, and standing orders.

a. The Grantee shall perform all or some of the following services on an as needed basis:

Adolescent Pregnancy Prevention
Breast and Cervical Cancer
Child Health and Development (CHAD)
Childhood Lead
Children's Special Services – Care Coordination Services
Community Development Services
Dental Services
Dental Prevention Services (TennCare)
Early Periodic Screening, Diagnostic, and Treatment (EPSDT) TennCare
EPSDT Community Outreach Services
Family Planning Services
HIV Services
Health Promotion
Help Us Grow Successfully (HUGS)
Immunization Services
Prenatal Services
Preventative Care
Public Health Emergency Preparedness (PHEP)
Rape Prevention Education
Rural Health Initiative
Ryan White Care Management/Medical Services
Sexually Transmitted Diseases (STD) Services
Tobacco Use Prevention and Control
Tuberculosis
WIC Services

b. The "Catalog of Rural Local Health Services for the Division of Community Health Services" provides a description of the above services. The Grantee may request a copy from the State, and notification of any changes will be provided by the State via electronic mail.
c. The Grantee shall work with the State to establish lab ordering and resulting processes, using both the state lab web portal and approved interoperability standards when implementing electronic medical record(s). Approved interoperability standards include HL7 Version 2.5.1 Implementation Guide: Laboratory Orders from EHR (LOI) and HL7 Version 2.5.1 Implementation Guide: Laboratory Results Interface (LRI) or as otherwise directed by the State Public Health Laboratory.

The Grantee shall work with the State to establish interoperability with the Tennessee Immunization Information System (TennIIS) Registry when implementing electronic medical record(s). https://www.tennesseeiis.gov/tnsiis/main.jsp

A.3. All data about health care services provided under this Grant Contract reported through the Patient Tracking and Billing Management Information System (PTBMIS) or alternative Electronic Medical Records software used by Grantee will be reported in a manner approved by the State.

Data reports for health services provided for patients including the billing for these services shall be submitted to the State electronically. The State will determine the schedule and the acceptable form of this reporting.

The PTBMIS Codes Manual or an alternative codes manual will be provided to the Grantee upon request or when updates are made to the manual.

A.4. In the event that the Grantee is subject to an audit in accordance with Section D.15. hereunder, the Grantee shall submit to the State contact listed in Section D.8. a copy of the Annual (Final) Report (Attachment 1).

A.5. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Ninety-Six Thousand Nine Hundred Dollars ($196,900.00) ("Maximum Liability").

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.

C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.

C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:

a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the

State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 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:

Eric Bucholz, Budget Director
Tennessee Department of Health

Division of Health Services
Andrew Johnson Tower, 6th Floor
710 James Robertson Parkway
Nashville, TN 37243
Email: eric.g.bucholz@tn.gov
Telephone # (615) 741-6936
Fax: N/A

The Grantee:

Kevin Parton, Senior Director
Knox County Health Department
140 Dameron Ave
Knoxville, TN 37917-6413
Email: tdhcontracts@knoxcounty.org
Telephone # (865) 215-5273
Fax #: (865) 215-5295

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

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

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 1 to the Grant Contract.

D.19. 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.

D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.22. 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. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.25. 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.26. 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.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. 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. 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.3. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Grantee shall protect State Data as follows:

(1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of

whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments have been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report per NIST 800-115 that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Grantee.

(5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of

compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.

(6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment #2.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a

disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.4. Personally Identifiable Information. While performing its obligations under this Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents, and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized

Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.5. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Grantee's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Grantee's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Grantee's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Contract. The audit may include the Grantee's and Subcontractor's compliance with NIST 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

IN WITNESS WHEREOF,

THE GOVERNEMENT OF KNOX COUNTY

_____ _____
GLENN JACOBS, MAYOR **DATE**

KNOX COUNTY HEALTH DEPARTMENT

_____ _____
KEVIN PARTON, SENIOR DIRECTOR **DATE**

APPROVED AS TO FORM: CONTRACT NO.:

_____ _____
JESSICA JERNIGAN-JOHNSON, **DATE**
DEPUTY LAW DIRECTOR

DEPARTMENT OF HEALTH

_____ _____
RALPH ALVARADO MD, FACP **DATE**
COMMISSIONER

Attachment 1

Annual (Final) Report

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details***:* (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)

Submit one to:

Jenny Crane, Contract Manager, Community Health Services jenny.crane@tn.gov; and

fa.audit@tn.gov, TN Department of Finance and Administration

RLA-17399 **R-25-6-702**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Anna Roeder, PARKS AND RECREATION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Tip Top Tree Care, LLC for the provision of tree removal services needed on Beaver Creek.
(Parks and Recreation)

Attachments

Resolution

Tree Top Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH TIP TOP TREE CARE, LLC FOR THE PROVISION OF TREE REMOVAL SERVICES NEEDED ON BEAVER CREEK.

RESOLUTION: **R-25-6-702**

REQUESTED BY: **PARKS & RECREATION**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide tree removal services on Beaver Creek; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that Tip Top Tree Care, LLC submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Tip Top Tree Care, LLC is effective for a one (1) year term beginning on July 1, 2025 and may be extended for four (4) additional years, one (1) year at a time, which may result in a total of five (5) years; and

WHEREAS, Tip Top Tree Care, LLC has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Tip Top Tree Care, LLC for the provision Beaver Creek Tree Removal Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Tip Top Tree Care, LLC for the provision Beaver Creek Tree Removal Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Tip Top Tree Care, LLC

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Tip Top Tree Care, LLC, hereinafter referred to as "Contractor".

Whereas, the County requested bids for Beaver Creek Tree Removal Services for Knox County Government (Invitation for Bid #3658) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Invitation for Bid for Beaver Creek Tree Removal Services per the Contractor's response to Invitation for Bid #3658 and revised addendum;

Tree removal price per hour for 3 man crew, normal hours:	$210.00/hour
Tree removal price per hour for 3 man crew, emergency response:	$260.00/hour
Single axel truck and operator per hour, normal hours:	$100.00/hour
Single axel truck and operator per hour, emergency response:	$150.00/hour
Cost for skid steer loader and operator per hour, normal hours:	$100.00/hour
Cost for skid steer loader and operator per hour, emergency response:	$150.00/hour
Cost for excavator and operator per hour, normal hours:	$100.00/hour
Cost for excavator and operator per hour, emergency response:	$150.00/hour
Tree disposal per ton to include the stump, branches, twigs, leaves, and wood chips:	$65.00/ton

pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Invitation for Bid #3658, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Beaver Creek Tree Removal Services pursuant to Invitation for Bid #3658.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Tree Trimming and Removal Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. **Appropriations.** In the event no funds are appropriated by the County for the Tree Trimming and Removal Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Tree Trimming and Removal Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. **This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. **Contractor** shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. **Delivery.** Contractor shall render the Tree Trimming and Removal Services for the County in accordance with Invitation for Bid #3658.

16. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. **Limitations of liability.** In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid #3658 and Addendum I and II
B. Contractor's Response to Invitation for Bid #3658 and Addendum I and II

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY GOVERNMENT

_____ GLENN JACOBS
MAYOR – Signature MAYOR

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO._____ KNOX COUNTY, TENNESSEE
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature LAW DIRECTOR – Printed Name

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE VENDOR – Printed Name

TIP TOP TREE CARE, LLC
COMPANY NAME (VENDOR)

Date:_____

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Beaver Creek Tree Removal Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **May 21, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3658
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Bidders shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (IFB).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible bidders(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires Bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for bids delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Bidders must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.9 **COPIES:** Knox County requires that bids submitted by hand be submitted with one (1) marked original and one (1) exact copy. Bidders must submit with their written response an exact electronic version of their bid in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.10 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and Bidders **must** comply with the condition. Failure to comply with any such condition will result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Due to the nature of this bid, the Knox County Procurement Division will **NOT** accept electronically transmitted bids through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and bids for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidder's ability.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being submitted on paper shall:

1.20.1 Be submitted on recycled paper
1.20.2 Not include pages of unnecessary advertising

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division by **May 7, 2025 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF BIDS: In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the bidder acknowledges and accepts the term and conditions stated in the document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"-"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the bid closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 IRAN DIVESTMENT ACT: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 LIMITATIONS OF LIABILITY: In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 NO BOYCOTT OF ISRAEL: Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Bid, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 REMEDIES: Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 RIGHT TO INSPECT: Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 TERMINATION: Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without

the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to obtain a Contractor(s) to augment the efforts of Knox County Parks and Recreation with Tree Removal Services on Beaver Creek. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost and service quality, which includes previous work history and performance on similar roadway improvements.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) **will be required** to set up an account for Knox County Parks. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.
Invoicing and account information is as follows:

Invoices for Knox County Parks and Recreation: Knox County Parks and Recreation
ATTN: Accounts Payable 2447 Sutherland Avenue
Knoxville, TN 37919
Email: knoxcounty.parks@knoxcounty.org

3.4 **ADDITIONS/DELETIONS OF GOODS/SERVICES:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.

3.6 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.7 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.8 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.9 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract (e.g. CDL license). Certifications of technicians **shall be included** in the bid package. It shall be the awarded vendor's responsibility to maintain current certifications with Knox County Procurement for the duration of the Contract.

3.10 CHANGES AFTER AWARD: It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.11 COMMUNICATIONS: The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with a fax transmission or Email. It is essential that the Contractor has Email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers, and Email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.12 COMPLIANCE WITH ALL APPLICABLE REGULATIONS: Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.13 CONSTRUCTION PROJECTS: Any construction undertaking, for which the total cost of the project is Twenty- Five Thousand Dollars ($25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no solicitation will be opened unless the outside of the sealed envelope containing the solicitation provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the solicitation. If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars ($25,000), the solicitation envelope is to be annotated with the phrase "Subcontractor's Bid is less than $25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the solicitation. If no subcontractors are being used, the outside of the envelope must state, "No subcontractors are being used on this project." **All solicitations must be submitted in one envelope. Bidder must use the Bid Envelope Cover Sheet provided with the Invitation for Bids.**

3.14 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.15 CONTRACT EXECUTION: The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting.

The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.16 CONTRACTOR'S DUTIES: All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections.

The Contractor shall immediately upon discovery, bring to the attention of the County any conflicts that may occur among the various provisions of the specifications and plans. The County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the County shall allow the County to require any changes deemed necessary before acceptance by the County.

3.17 DESTINATION AND DELIVERY: Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.18 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit (Attachment C) required by Public Acts, 2000, Chapter 918.

3.19 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing the services. The list shall include, but not be limited to, the number of trucks and a description of unique equipment (e.g.: bucket lifts) including age and condition of equipment, number of employees available to perform the services, and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment information shall be submitted on Attachment B of this IFB.

3.20 **EQUIPMENT REQUIREMENTS:** Prior to each specific project beginning, Knox County and the Contractor shall agree upon the appropriate equipment needed for the project.

3.21 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Equipment/Capabilities/Resources	20 Points

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.22 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.23 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.24 **FORCE MAJEURE:** The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of the vendor, may impact distribution costs. The pricing offered as a result of this bid is to be based upon known and calculated expenses; therefore should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the vendor may request relief only for the duration of said occurrence.

3.25 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.26 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.27 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (E-mail) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.28 **INVOICE DETAIL:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

Contractors are to submit a sample copy of their invoice with their bid submittal for review during evaluation of this IFB; account information may be deleted.

3.28.1 Each invoice must show the amount due to the Contractor by Knox County.
3.28.2 All invoices shall be submitted within thirty (30) days of work being performed.
3.28.3 Each invoice must show: location(s) where work was performed, daily work quantities by category, number of units, unit of measure, unit price as per the contract, the total amount due for that item per day, as well as any additional information as required by Knox County.
3.28.4 Invoices are to be original and uniquely pre-numbered.
3.28.5 Submit original invoice and one (1) exact copy.
3.28.6 Invoices that do not show this information are subject to rejection.

3.29 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.30 **INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desire to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, please contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.31 **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

3.32 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and must submit of a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.

3.33 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.34 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.35 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.36 **ONSITE SUPERVISION REQUIREMENT:** The successful contractor shall have a crew supervisor on site at all times when work is performed. Prior to work being performed, the contractor shall notify Knox County of who the crew supervisor shall be for the upcoming work. At no time shall the County inspection staff be required to direct means and methods of Contractor's duties.

3.37 **PERFORMANCE AND PAYMENT BOND:** The successful vendor(s) shall be required to execute a Performance and Payment Bond for the total amount of any project that exceeds $100,000.00 prior to work commencing for that project. All bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. Notice: The ratings that the bonding company holds must be acceptable to Knox County. Contractors shall indicate the costs associated for the Performance and Payment Bonds as specified in Section VI.

3.38 **PERSONAL PROPERTY:** The successful vendor(s) shall be fully responsible for all personal property located within the area to be serviced. This shall include, but not be limited to: vehicles, mailboxes, driveway culverts, flower gardens, poles, lawns, fences, etc. The successful vendor(s) shall make immediate notification to the Knox County inspector assigned to that project if damage occurs. The property owner shall also be notified immediately and a course of corrective action discussed and agreed upon at the earliest possible time; in no event shall the vendor(s) exceed 48 hours to notify the property owner of damage to their personal property.

3.39 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.40 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

a. Continue with the existing prices;
b. Request a lower price increase;
c. Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.41 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.42 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. It shall be the successful Contractor's sole responsibility to verify specific job quantities prior to beginning work for approved jobs.

3.43 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.

Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.44 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.45 **ROUTINE RESPONSE TIME:** The work to be performed under this Contract shall be issued to the Contractor in multiple call-outs as needed. Call-outs will consist of items for work to be performed at various locations. For each call-out, the Contractor shall provide a continuous operation (uninterrupted performance on successive business days until project completed). The Contractor shall begin work no later than the third business day occurring after notice is received from Knox County.

Note: In some instances, the County may require the Contractor to perform work outside the normal business hours. For these emergency situations, the Contractor shall respond within twenty-four (24) hours of the call out.

3.46 **SAFETY:** Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

3.47 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required as by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.48 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.49 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.50 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **May 7, 2025**. Submit questions as noted in Section 1.1.

SECTION IV OBJECTIVES FOR TREE REMOVAL

4.1 OBJECTIVES:

4.1.1 To clear trees and limbs which have fallen into Beaver Creek.

4.2 SPECIFIC PROCEDURES:

4.2.1 Contractor shall be responsible for getting permission from home and landowners to access the property for removal of trees and debris.
4.2.2 Contractor shall be responsible for removal of debris and levels 3,4 and 5 jams present on the main channel of the creek.
4.2.3 Contractor must provide all tools needed for the job. Tools may vary by job site.
4.2.4 Contractor must provide heavy equipment such as, but not limited to, track hoes, skid steers, dump trucks, chainsaws, ropes, pulleys, boats, kayaks etc.
4.2.5 If the log jams are not accessible from the property, Contractor will be required to float downstream to an accessible location. This may include using a kayak or boat in order to get in the creek for debris removal.
4.2.6 GPS coordinates and location pins will provided for the Contractor by the County.
4.2.7 Contractor must be available for emergency jam removal in certain situations.
4.2.8 Contractor will be responsible for repairing any damage done to access property.

4.3 SAFETY:

4.3.1 All work shall be performed by workers trained in accordance with ANSI Z133.1 safety regulations as required by OSHA.

SECTION V SPECIFICATIONS FOR TREE REMOVAL

5.1 TREE REMOVAL:

5.1.1 All trees to be removed shall be cut as close to the ground as possible and a decaying accelerator applied to the remaining stump(s). If no decaying accelerator is available, Knox County's designee may approve cross cuts in the wood to be used to aid in the decaying process.
5.1.2 Knox County may require the stump(s) to be removed or ground in some situations. Grinding of the stump(s) must be to a minimum depth of three (3) inches below grade. The successful contractor(s) will be instructed by the County when the stump(s) need to be removed or ground.
5.1.3 All trees to be removed shall be completely discarded from the site including all branches, twigs, leaves etc. The successful contractor(s) shall remove as much of the saw dust as possible.
5.1.4 Disposal will be done off the site by methods and locations approved by the county. The Contractor will pay for all disposal.

5.2 CLEAN-UP:

5.2.1 All brush shall be hauled away.
5.2.2 All loose, broken, or cut branches shall be cleaned out from the tree before leaving the job. Disposal will be done off the site by methods and locations approved by the county. The Contractor will pay for disposal.
5.2.3 In no case shall brush or wood be allowed to remain on public thoroughfares overnight or on lawns unless arrangements have been made with the property owners and the brush piles are properly marked for safety.
5.2.4 Debris cleanup will be completed daily. Work sites shall be left in at least as neat and orderly a condition as originally found. If the ground cover is disturbed, vendor shall restore with grass seed or sod and then place a cover over it. Typically, the cover will be straw.

Please note that it is not necessary to return pages one (1) through twelve (12) with your response.

SECTION VI VENDOR INFORMATION AND PRICING FOR BID NUMBER 3658, BEAVER CREEK TREE REMOVAL SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

6.1 Vendor: _____

6.2 Vendor number as assigned by Knox County: _____

6.3 Street Address: _____

City: _____ State: _____ Zip: _____

6.4 Contact Person: _____

6.5 Telephone Number: _____

6.6 Vendor's E-mail address: _____

6.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
Sign Original in Blue Ink

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
Sign Original in Blue Ink

6.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

6.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____Addendum 2_____Addendum 3_____Addendum 4_____

6.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

6.11 Total Number of Years in Business: _____

6.12 Total Number of Commercial Clients: _____

6.13 Total Number of Local Employees to be utilized for this Contract, if awarded: _____

6.14 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

6.15 Will you accept Electronic Commerce Cards as payment as detailed in Section 1.16? YES NO

SECTION VI VENDOR INFORMATION AND PRICING FOR BID NUMBER 3658, BEAVER CREEK TREE REMOVAL SERVICES – CONTINUED

VENDOR NAME: _____

6.16 Did you include your certifications as detailed in Section 3.9? YES NO

6.17 Did you complete and include the Drug Free Affidavit as detailed in Section 3.18? YES NO

6.18 Did you complete and include the Equipment List as detailed in Section 3.19? YES NO

6.19 Did you include your fully executed Insurance Checklist as detailed in Section 3.26? YES NO

6.20 Did you include your Sample Invoice as detailed in Section 3.28? YES NO

6.21 Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.32? YES NO

6.22 Can your company meet the Routine Response Time as detailed in Section 3.45? YES NO

6.23 Pricing: Bidders must complete the pricing listed below and submit with their bid. Failure to do so will result in your bid being considered non-responsive.

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

	Item	Normal Business Hours per Hour	Emergency Response per Hour
6.30.1	Tree removal price per hour for three (3) man crew.		
6.30.2	Cost for single axle truck and operator per hour.		
6.30.3	Cost for skid steer loader and operator per hour.		
6.30.4	Tree Debris Disposal per ton to include the stump, branches, twigs, leaves and wood chips.		Per Ton

ATTACHMENT A
INVITATION FOR BIDS NUMBER 3658

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY / PROJECT / LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$2,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. *NOTICE OF CANCELLATION OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.*

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: _____ **Authorizing Signature:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: _____ **Authorizing Signature:** _____

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3658

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Equipment or Resource	Quantity of Resources or Equipment	Age	Condition

NOTE: Attach additional pages if necessary. **A physical inspection of equipment listed may be completed by Knox County.**

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3658

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM II
INVITATION FOR BID 3658
BEAVER CREEK TREE REMOVAL SERVICES

ADDENDUM DATE: **May 12, 2025**

BUYER: **Jay Garrison, CPPO, CPPB**

ORIGINAL OPENING DATE: **May 21, 2025 at 2:00 PM**

THE FOLLOWING IS FOR CLARIFICATION:

QUESTION 1: I would like an understanding as to why the requirement for a general contractor license is necessary for debris removal/cleanup. Please advise if this project is acceptable to bid with a state business license or if Knox county will require a general contractor license.

ANSWER 1: Bidders are required to be properly licensed by the State of TN for tree removal services. Bidders must submit a copy of their State Contractor's License with their bid.

QUESTION 2: Next question I have is on workman's comp. A company Under 5 employees can file for exemption from the state. Is this acceptable with Knox county?

ANSWER 2: Knox County will require worker's compensation insurance.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM I
INVITATION FOR BID 3658
BEAVER CREEK TREE REMOVAL SERVICES

ADDENDUM DATE: **May 9, 2025**

BUYER: **Jay Garrison, CPPO, CPPB**

ORIGINAL OPENING DATE: **May 21, 2025 at 2:00 PM**

THE FOLLOWING IS FOR CLARIFICATION:

QUESTION 1: Will Knox County pay Travel time from yard to jobsite at the beginning of the day and travel time from job site to yard at the end of the day?

ANSWER 1: No.

QUESTION 2: A- What does 6.30.1. Include? B - Is it just labor and no truck for transportation or Truck included? C - If the 3 man crew can take a single axle truck and skid steer does that mean I'll need to bill 6.30.1, 6.30.2, and 6.30.3 and have a 5 man crew instead of 3 man crew?

ANSWER 2: A- Removing trees from Beaver Creek only. B- Yes, labor only. C- It can be a three-man crew. Knox County would be charged for labor to remove trees/Jams at the hourly rate. Then the Hourly rate, the dump truck, and the driver were used to dispose of debris for the job. Charged for the hourly rate of the skid steer, and the operator was used on the job.

QUESTION 3: A - What are the approved locations for disposal? B -Do I need to find my own?

ANSWER 3: It will be the responsibility of the Contractor to find disposal sites.

QUESTION 4: A - Will there be a rate for Preplanning job sites for 1 person? B - Will the County provide locations?

ANSWER 4: A – No B – Locations will be provided by pin drop or gps locations.

QUESTION 5: Property Owner refusals. What happens if the homeowner refuses entry to their property?

ANSWER 5: Would have to float debris down to where we do have access, either a neighboring homeowner or park property.

QUESTION 6: Any specific permits required to be pulled (Environmental, waterway, or land disturbance permits) and any restrictions? Will the County assist with permits if needed?

ANSWER 6: IT will be the responsibility of the contractor to determine the necessary permits and to obtain them.

QUESTION 7: Will the County provide clear boundaries for access areas?

ANSWER 7: It will be up to the contractor to obtain access from homeowners or business owners to Beaver Creek.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

EXACT COPY

SECTION VI VENDOR INFORMATION AND PRICING FOR BID NUMBER 3658, BEAVER CREEK TREE REMOVAL SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

6.1 **Vendor:** Tip Top Tree Care, LLC

6.2 **Vendor number as assigned by Knox County:** 73074

6.3 **Street Address:** 5312 W Beaver Creek Dr

City: Powell **State:** TN **Zip:** 37849

6.4 **Contact Person:** Robert H. Wilkerson, III or Gretchen Wilkerson

6.5 **Telephone Number:** Robert: 865-388-8465, Gretchen 865-368-2024

6.6 **Vendor's E-mail address:** topnotchknox@yahoo.com

6.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Authorizing Signature: [signature] *Sign Original in Blue Ink*

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: [signature] *Sign Original in Blue Ink*

6.8 **Vendor's Knox County Business License Number:** 1000340946
(If Applicable) ***Attach A Copy Of The License.***

6.9 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1 yes **Addendum 2** yes **Addendum 3** _____ **Addendum 4** _____

6.10 **Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:
Add pricing for excavator & operator at $100/hr with emergency response at $150/hr

6.11 **Total Number of Years in Business:** 12 years

6.12 **Total Number of Commercial Clients:** 10 + that we do work for on a regular basis

6.13 **Total Number of Local Employees to be utilized for this Contract, if awarded:** 10

6.14 **Did you include the correct number of exact copies as detailed in Section 1.9?** **YES** **NO**

6.15 **Will you accept Electronic Commerce Cards as payment as detailed in Section 1.16?** **YES** **NO**

SECTION VI VENDOR INFORMATION AND PRICING FOR BID NUMBER 3658, BEAVER CREEK TREE REMOVAL SERVICES – CONTINUED

VENDOR NAME: Tip Top Tree Care LLC

6.16	**Did you include your certifications as detailed in Section 3.9?**	**(YES)**	**NO**
6.17	**Did you complete and include the Drug Free Affidavit as detailed in Section 3.18?**	**(YES)**	**NO**
6.18	**Did you complete and include the Equipment List as detailed in Section 3.19?**	**(YES)**	**NO**
6.19	**Did you include your fully executed Insurance Checklist as detailed in Section 3.26?**	**(YES)**	**NO**
6.20	**Did you include your Sample Invoice as detailed in Section 3.28?**	**(YES)**	**NO**
6.21	**Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.32?**	**(YES)**	**NO**
6.22	**Can your company meet the Routine Response Time as detailed in Section 3.45?**	**(YES)**	**NO**

6.23 Pricing: Bidders must complete the pricing listed below and submit with their bid. Failure to do so will result in your bid being considered non-responsive.

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

	Item	Normal Business Hours per Hour	Emergency Response per Hour
6.30.1	Tree removal price per hour for three (3) man crew.	$210.00	$260.00
6.30.2	Cost for single axle truck and operator per hour.	$100.00	$150.00
6.30.3	Cost for skid steer loader and operator per hour.	$100.00	$150.00
6.30.4	Tree Debris Disposal per ton to include the stump, branches, twigs, leaves and wood chips.		$65.00 Per Ton

ATTACHMENT A
INVITATION FOR BIDS NUMBER 3658

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1. YES	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2. YES	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3. YES	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4. YES	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AG GREGATE	$ 2,000,000
YES	5. YES	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6. YES	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7. YES	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8. YES	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9. YES	UMBRELLA LIABILITY COVERAGE	$2,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S DIRECT LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.**

21. *NOTICE OF CANCELLATION OR NON-RENEWAL OF COVERAGE SHALL BE PROVIDED TO COUNTY IN ACCORDANCE WITH THE POLICY PROVISIONS. COPY OF POLICY PROVISIONS SHALL BE PROVIDED TO THE COUNTY IF REQUESTED.*

22. **THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.**

23. **CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.**

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

Agency Name: Horizon Insurance Group **Authorizing Signature:** Christina Collins

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

Bidder Name: Tip Top Tree Care, LLC Gretchen Wilkerson **Authorizing Signature:**

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3658

VENDOR NAME: Tip Top Tree Care LLC

Equipment List – **only include equipment and resources that will be made available to Knox County under this Contract**

Equipment or Resource	Quantity of Resources or Equipment	Age	Condition
2023 Bobcat T770	1 bobcat	2 yrs	excellent
2022 Bobcat 740 with root grapple	1 bobcats	4 yrs	excellent
2017 Bobcat MT85	1 bobcat	8 yrs	excellent
2006 Kenworth Bucket truck	1 bucket truck	19 years	excellent
2017 Dodge Ram 3500	1 truck	8 yrs	excellent
2012 International Bucket truck	1 truck	13 yrs	excellent
2012 Isuzu NPR	1 truck	13 yrs	excellent
2014 Morbark chipper	1 chipper	11 yrs	excellent
2021 Morbark Chipper	1 chipper	4 yrs	excellent
Stihl Chainsaw MS362C	4 chainsaws	1-4 yrs	excellent
Stihl Chainsaw MS441C	2 chainsaws	1-4 yrs	excellent
Stihl Chainsaw MS201T	6 chainsaws	1-4 years	excellent
Stihl Chainsaw MS192TC	2 chainsaws	1-4 yrs	excellent
2019 Bobcat 750 with root grapple		6 yrs	excellent
2020 Bobcat E42 T4 excavator	1 bobcat	5 yrs	excellent
Stihl Chainsaw MS660	1 chainsaw	1 yr	excellent

NOTE: Attach additional pages if necessary. **A physical inspection of equipment listed may be completed by Knox County.**

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3658

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, Gretchen M. Wilkerson, President or other Principal Officer of

Tip Top Tree Care, LLC, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Tip Top Tree Care, LLC
Name of Company

DIANA FUSARO
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

STATE OF TENNESSEE {COUNTY OF Knox }

Subscribed and sworn before me by Gretchen M. Wilkerson,

President or Principal Officer of Tip Top Tree Care, LLC,

On this May day of 21st 2025.

Notary Public

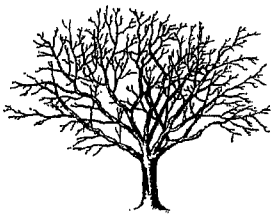
My Commission expires: Nov. 23, 2025

SAMPLE INVOICE

INVOICE

Tip Top Tree Care
5312 Beaver Creek Dr
Powell, TN 37849

topnotchknox@yahoo.com
+1 (865) 938-4340
www.topnotchknox.com



KNOX COUNTY PARKS

Bill to
ENGINEERING & PUBLIC WORKS
1000 N CENTRAL ST, SUITE 100
KNOXVILLE, TN 37917

Ship to
KNOX COUNTY PARKS
1000 N CENTRAL ST, SUITE 100
KNOXVILLE, TN 37917

Invoice details
Invoice no.: 2657
Terms: Due on receipt
Invoice date: 05/21/2025
Due date: 06/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Debris removal from Beaver Creek 5/21 in area of 7008 Regency Rd			
2.		**Services**	2 Single axle trucks & operators 8 hrs @ $100 ea	8	$200.00	$1,600.00
3.		**Services**	1 skid steer loader & operator	8	$100.00	$800.00
4.		**Services**	1 excavator & operator	8	$100.00	$800.00
5.		**Services**	5/21 8.22 tons debris removed	8.22	$65.00	$534.30

Total **$3,734.30**

Ways to pay

BANK PayPal venmo

View and pay

Knox County
Business Tax Standard License

May 21, 2024

TIP TOP TREE CARE, LLC
5312 W BEAVER CREEK DR
POWELL TN 37849-4909

Letter ID: L0699786048
Expiration Date: 15-May-2025
Return Due By: 15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000340946 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ ----------

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

TIP TOP TREE CARE, LLC
5312 W BEAVER CREEK DR
POWELL TN 37849-4909

Date Issued: 21-May-2024
Classification: 3
Letter ID: L0699786048
License Number: 1000340946
Expiration Date: 15-May-2025

State of Tennessee

396671 13224854

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

OUTDOOR DESIGNS PROFESSIONAL SVCS & NURSERY, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 58454
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2024
$433,140; BC-29

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Collins	
Horizon Insurance Group 109 Donelson Pike Nashville, TN 37214	PHONE (A/C, No, Ext): 865-392-1398	FAX (A/C, No): 865-392-1058
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Northfield Insurance	
INSURED Tip Top Tree Care, LLC 5312 W Beaver Creek Dr Powell, TN 37849	INSURER B : Geico	
	INSURER C : ICW Group	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability 1million CSL [ ] with 2million aggregate GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			WS604463	04/02/2025	04/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Legal Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			9300135751	04/08/2025	04/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXS4046666	04/02/2025	04/02/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WPH-5076543	03/13/2025	03/13/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Knox County Procurement
1000 North Central St, Suite 100
Knoxville, TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RLA-17428 **R-25-6-801**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Two to a Grant Contract with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, for the purpose of funding a Victims of Crime Act (VOCA) Victim Coordinator position for the Knox County District Attorney's Office, which amendment increases the maximum liability of the State under the contract by $65,000.00 and extends the term to June 30, 2026. (Requires a match of $13,000.00 to be provided by the State of Tennessee)

(Finance)

Attachments

Resolution

Grant Amendment

Explanation of State Funding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT TWO TO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF FINANCE AND ADMINISTRATION, OFFICE OF CRIMINAL JUSTICE PROGRAMS, FOR THE PURPOSE OF FUNDING A VICTIMS OF CRIME ACT (VOCA) VICTIM COORDINATOR POSITION FOR THE KNOX COUNTY DISTRICT ATTORNEY'S OFFICE, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE CONTRACT BY $65,000.00 AND EXTENDS THE TERM TO JUNE 30, 2026. (REQUIRES A MATCH OF $13,000.00 TO BE PROVIDED BY THE STATE OF TENNESSEE)

RESOLUTION: **R-25-6-801**

REQUESTED BY: **FINANCE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County previously entered into a Grant Contract with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs ("Office of Criminal Justice Programs") in the amount of $65,000.00 for the purpose of funding a Victims of Crime Act ("VOCA") Victim Coordinator Position for the

Knox County District Attorney's Office for the term of July 1, 2023 to June 30, 2024 (the "Grant Contract"); and

WHEREAS, by means of Resolution R-24-2-907, the Knox County Commission approved Amendment 1 to the Grant Contract to extend the term to June 30, 2025 and to increase the maximum liability of the State by $65,000.00 for a new total maximum liability of $130,000.00; and

WHEREAS, Knox County and the Office of Criminal Justice Programs desire to enter into a second amendment to the Grant Contract to extend the term to June 30, 2026 and to increase the maximum liability of the State by $65,000.00 for a new total maximum liability of $195,000.00, as further detailed in the attached amendment; and

WHEREAS, this grant amendment requires matching funds in the amount of $13,000.00 to be provided by the State of Tennessee.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Amendment 2 to Grant Contract 51045 with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs for the purpose of funding a VOCA Victim Coordinator position for the Knox County District Attorney's Office is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Amendment 2 to Grant Contract 51045 with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs for the purpose of funding a VOCA Victim Coordinator position for the Knox County District Attorney's Office shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
NA	51045	51045	2

Contractor Legal Entity Name	Edison Vendor ID
Knox County Government	2699

Amendment Purpose & Effect(s)

Revises Budget, Increases Maximum Liability, and Extends Expiration Date

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** 6/30/2026

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **+$65,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY24		$65,000.00			**$65,000.00**
FY25		$65,000.00			**$65,000.00**
FY26	$13,000.00	$52,000.00			**$65,000.00**
TOTAL:	**$13,000.00**	**$182,000.00**			**$195,000.00**

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.

OCR USE

Speed Chart	Account Code
FA00003547	County - 71301000

AMENDMENT 2
OF GRANT CONTRACT 51045

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Knox County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

   B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Thirty-Six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

2. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

   C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Ninety-Five Thousand Dollars ($195,000.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment A-1 for fiscal year 2023, Attachment A-1 for fiscal year 2024, Attachment A-1 for fiscal year 2025, and Attachment A-1 for fiscal year 2026, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract section C.7. is deleted in its entirety and replaced with the following:

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

      a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

         i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

         ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

      b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

      c. 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.

d. 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.

e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

4. Grant Contract section D.6. is deleted in its entirety and replaced with the following:

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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.

5. Grant Contract section D.19. is deleted in its entirety and replaced with the following:

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

6. Grant Contract section D.20 is deleted in its entirety and replaced with the following:

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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. §§ 200.317—200.327 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.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

7. Grant Contract section D.27 is deleted in its entirety and replaced with the following:

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State’s equitable interest therein, to the extent of its pro rata share, based upon the State’s contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term “motor vehicle” shall include any article of tangible personal property that is required to be registered under the “Tennessee Motor Vehicle Title and Registration Law”, Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

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

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations

8. The following is added as Grant Contract section D.36.

D.36. <u>State Sponsored Insurance Plan Enrollment.</u> The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law

9. Grant Contract Attachment A-1 is deleted in its entirety and replaced with the new attachment A-1 attached hereto.

10. Grant Contract Attachment B is deleted in its entirety and replaced with the new attachment B attached here to.

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

Amendment Effective Date. The revisions set forth herein shall be effective 6/30/2025. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

Glenn Jacobs, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JAMES E. BRYSON, COMMISSIONER **DATE**

GRANT BUDGET

AGENCY NAME: Knox County Government

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: County Victim Coordinator

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes [2]	$65,000.00	$0.00	$65,000.00
4, 15	Professional Fee, Grant & Award [2]	$0.00	$0.00	$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications [2]	$0.00	$0.00	$0.00
11. 12	Travel, Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance[2]	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost[2]	$0.00	$0.00	$0.00
24	In-Kind Expense[2]	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$65,000.00**	**$0.00**	**$65,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Knox County Government
FUND SOURCE: VOCA
SOLICITATION IDENTIFICATION TITLE: County Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Witness Coordinator Salary & Benefits, Estimated at $65,000. (100% of time on project).	$65,000.00

GRANT BUDGET

AGENCY NAME: Knox County Government

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: County Victim Coordinator

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes [2]	$65,000.00	$0.00	$65,000.00
4, 15	Professional Fee, Grant & Award [2]	$0.00	$0.00	$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications [2]	$0.00	$0.00	$0.00
11. 12	Travel, Conferences & Meetings[2]	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance[2]	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost[2]	$0.00	$0.00	$0.00
24	In-Kind Expense[2]	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$65,000.00**	**$0.00**	**$65,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Knox County Government
FUND SOURCE: VOCA
SOLICITATION IDENTIFICATION TITLE: County Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Witness Coordinator Salary & Benefits, Estimated at $65,000. (100% of time on project).	$65,000.00

GRANT BUDGET			
AGENCY NAME: Knox County Distrist Attorney General 6th Judical District			
FUND SOURCE: VOCA			
SOLICITATION IDENTIFICATION TITLE: Victim Coordinator (County)			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026			
EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
Salaries, Benefits & Taxes 2	$52,000.00	$13,000.00	$65,000.00
Professional Fee, Grant & Award [2]	$0.00	$0.00	$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications 2	$0.00	$0.00	$0.00
Travel, Conferences & Meetings[2]	$0.00	$0.00	$0.00
Interest [2]	$0.00	$0.00	$0.00
Insurance[2]	$0.00	$0.00	$0.00
Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
Depreciation [2]	$0.00	$0.00	$0.00
Other Non-Personnel [2]	$0.00	$0.00	$0.00
Capital Purchase [2]	$0.00	$0.00	$0.00
Indirect Cost[2]	$0.00	$0.00	$0.00
In-Kind Expense[2]	$0.00	$0.00	$0.00
Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	$0.00	$0.00	$0.00
GRAND TOTAL	**$52,000.00**	**$13,000.00**	**$65,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Knox County Distrist Attorney General 6th Judical District
FUND SOURCE: VOCA
SOLICITATION IDENTIFICATION TITLE: Victim Coordinator (County)

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: *Victim Witness Coordinator Salary & Benefits, Estimated at $65,000 (Estimated at 100% of time on project)*	$65,000.00
TOTAL	**$65,000.00**

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Government
Subrecipient's Unique Entity Identifier (SAM)	JSG6PE7LMBS8
Federal Award Identification Number (FAIN)	2020-V2-GX-0012 15POVC-21-GG-00599-ASSI 15POVC-22-GG00805-ASSI
Federal award date	9/17/2020 8/25/2022
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2019; 9/30/2023 Ext: 09/30/2024 10/1/2020; 9/30/2024 EXT; 9/30/2025 10/1/2021 – 9/30/2025 Ex: 9/30/2026
Subaward (Federal Award) Budget Period Start and End Date	10/1/2019; 9/30/2023 Ext: 09/30/2024 10/1/2020; 9/30/2024 EXT; 9/30/2025 10/1/2021 – 9/30/2025 Ex: 9/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.575; Victims of Crime Act 2020
Grant contract's (Sub-Recipient) begin date	7/1/2023
Grant contract's/Sub-Recipient) end date	6/30/2026
Amount of federal funds obligated by this grant contract	$65,000.00 $65,000.00 $52,000.00
Total amount of federal funds obligated to the subrecipient	$130,000.00 $182,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$34,273,320.00 $21,467,988.00 $29,763,321.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act /FFATA)	VWC- County
Name of federal awarding agency	Office for Victims of Crime

Name and contact information for the federal awarding official	DOJ: Attorney General Pam Bondi 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Program's
Name and contact information for the pass-through entity awarding official	Tennille Falatic 615-532-6521 Tennille.Falatic@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

We want to share some important and much-anticipated information with you regarding funding for FY26 (July 1, 2025 - June 30, 2026):

- Agencies will receive **level funding for FY26**, meaning your total funding from OCJP will remain the same as FY25. Your total includes the combined federal amount of all fund sources **by project category.**

- The match waiver has ended for VOCA funding. However, we did secure funding from this year's legislative session. As a result, the State will be making grantee match, **for all fund sources**, with this funding. This will free your local funding and resources to use as needed to build your agencies capacity, rather than tie them to your grant program.

- For most of our contracts, all that is needed is a budget amendment to add one additional year of funding to one of your existing grants.

- Your projects and their totals are listed below. Please submit 1 budget for each project totaling the amount provided.
    - Project title: VWC
        - Fund source: VOCA
        - Fund Source Amount: $52,000.00
        - State Match Amount (if applicable): $13,000.00

    - Note A (no match): Some fund sources do not require match. As a result your grant will be 100% funded from the fund source selected.
    - Note B (match): If your grant has match when filling out the **budget summary tab** enter the total amount for each line in the **total project column. The form** will automatically split your amount between primary fund source and state match.
        - No information should be placed in **in-kind**. All match will be CASH MATCH using the state appropriation.

- A budget worksheet has been included with this e-mail.
- DO NOT USE YOUR CURRENT BUDGET FORM. YOU **MUST** USE THE ATTACHED FORM FOR FY26.
- **FY26 Budget is DUE: May 23**

Thank you so much for your patience. Changes to state and federal funding for FY26 has created many complexities and we appreciate your understanding. While there are uncertainties with federal funding as new requirements and priorities are released, currently we anticipate level funding may be possible for FY27 and are working on the details as soon as the state fiscal year closes.

RLA-17360 **R-25-6-902**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: COUNTY COMMISSION

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Private Chapter No. 6, which is Senate Bill No. 1434 of the 114th General Assembly, to repeal Chapter 148 of the Private Acts of 1983, as amended by Chapter 229 of the Private Acts of 1984 and Chapter 9 of the Private Acts of 2011, and any other acts amendatory thereto, relative to the Tennessee Technology Corridor Development Authority (TTCDA). **(REQUIRES 2/3 VOTE)**

(Commissioners Jay and Frazier)

Attachments

Resolution

Private Act and Notice of Ratification

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING PRIVATE CHAPTER NO. 6, WHICH IS SENATE BILL NO. 1434 OF THE 114th GENERAL ASSEMBLY, TO REPEAL CHAPTER 148 OF THE PRIVATE ACTS OF 1983, AS AMENDED BY CHAPTER 229 OF THE PRIVATE ACTS OF 1984 AND CHAPTER 9 OF THE PRIVATE ACTS OF 2011, AND ANY OTHER ACTS AMENDATORY THERETO, RELATIVE TO THE TENNESSEE TECHNOLOGY CORRIDOR DEVELOPMENT AUTHORITY (TTCDA).

RESOLUTION: **R-25-6-902**

REQUESTED BY: **COMMISSIONERS JAY AND FRAZIER**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Legislature of the State of Tennessee enacted Chapter 148 of the Private Acts of 1983, as amended by Chapter 229 of the Private Acts of 1984 and Chapter 9 of the Private Acts of 2011 relative to the Tennessee Technology Corridor Development Authority ("TTCDA"); and

WHEREAS, the Knox County Charter provides that all private acts applying to Knox County not adopted by Ordinance of the County Commission become null and void; and

WHEREAS, the TTCDA was carried forward by Ordinance in 1990 when the Knox County Charter went into effect; and

WHEREAS, the 114th Tennessee General Assembly recently passed Private Chapter No. 6, which is Senate Bill No. 1434, to repeal Chapter 148 of the Private Acts of 1983, as amended by Chapter 229 of the Private Acts of 1984 and Chapter 9 of the Private Acts of 2011, and any other acts amendatory thereto, relative to the TTCDA (the "Act"); and

WHEREAS, the Act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Knox County and its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

NOW THEREFORE BE IT RESOLVED BY TWO-THIRDS (2/3) VOTE OF THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County, Tennessee hereby approves Private Chapter No. 6, which is Senate Bill No. 1434 of the 114th General Assembly, a copy of which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage and certification to the Tennessee Secretary of State, as provided by the Act, and the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

NOTICE TO LOCAL LEGISLATIVE BODY OF LEGISLATIVE ACTION ON PRIVATE CHAPTER

Private Chapter No. 6, which is Senate
(House or Senate)
Bill No. 1434, of the 114th General Assembly, was passed on April 24, 2025.

SECRETARY OF STATE

by: _____

Division of Publications
312 Rosa L. Parks Avenue
Eighth Floor
William R. Snodgrass Tennessee Tower
Nashville, TN 37243

Pursuant to T.C.A. §§ 8-3-201 and 8-3-202, the attached is being provided by the Secretary of State. A two-thirds majority of the local legislative body is required for approval. The presiding officer shall complete the attached form, certify within 30 days of action, and return to the Secretary of State, Publications Division at the given address. In the absence of a deadline in the act, failure to approve by December 1 of the year of passage by the General Assembly will render the act null and void. **TO GUARANTEE PROPER AND TIMELY DELIVERY OF YOUR DOCUMENTS TO THE SECRETARY OF STATE, PUBLICATIONS DIVISION, A COURIER DELIVERY SERVICE IS RECOMMENDED. (Examples: Overnight Postal, Express Postal, Federal Express, etc.)**

cc: State Senator Becky Duncan Massey
State Senator Richard Briggs
State Representative Jason Zachary
State Representative Justin Lafferty

Local Legislative Body

NOTICE TO SECRETARY OF STATE OF RATIFICATION OF PRIVATE ACT

SECRETARY OF STATE
Division of Publications
312 Rosa L. Parks Avenue, 8th Floor
William R. Snodgrass Tennessee Tower
Nashville, TN 37243

Private Chapter No. 6, which is Senate
(House or Senate)
Bill No. 1434 of the 114th General Assembly,

☐ Passed ☐ Failed ☐ No Action Taken

The vote took place on _____, and the results were as follows:
Date (mm/dd/yyyy)

_____ Votes For

_____ Votes Against

_____ Abstention

(please list number of votes)

_____
Presiding Officer of the Local Legislative Body

Embossed Seal:
(if applicable)

_____
County or City

_____
Date (mm/dd/yyyy)

State of Tennessee

PRIVATE CHAPTER NO. 6

SENATE BILL NO. 1434

By Massey, Briggs

Substituted for: House Bill No. 1410

By Zachary, Lafferty

AN ACT to amend Chapter 148 of the Private Acts of 1983; as amended by Chapter 229 of the Private Acts of 1984 and Chapter 9 of the Private Acts of 2011; and any other acts amendatory thereto, relative to the Tennessee Technology Corridor Development Authority.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 148 of the Private Acts of 1983, as amended by Chapter 229 of the Private Acts of 1984 and Chapter 9 of the Private Acts of 2011, and any other acts amendatory thereto, is repealed.

SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Knox County. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 3. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 2.

PASSED: April 14, 2025

RANDY McNALLY
SPEAKER OF THE SENATE

CAMERON SEXTON, *SPEAKER*
HOUSE OF REPRESENTATIVES

APPROVED this 24th **day of** April **2025**

BILL LEE, *GOVERNOR*

RLA-17413 **R-25-6-903**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, 1) authorizing the Knox County Mayor to hire a qualified Transition Advisor/Interim Superintendent to be placed at the Richard L. Bean Juvenile Service Center to serve through December 31, 2025; 2) requesting CTAS to complete a Comprehensive Assessment of the Richard L. Bean Juvenile Service Center; and 3) requesting the Tennessee Department of Children's Services Office of Child Welfare Services to continue weekly monitoring visits to the Richard L. Bean Juvenile Service Center. *(Commissioner Durrett)*

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE 1) AUTHORIZING THE KNOX COUNTY MAYOR TO HIRE A QUALIFIED TRANSITION ADVISOR/INTERIM SUPERINTENDENT TO BE PLACED AT THE RICHARD L. BEAN JUVENILE SERVICE CENTER TO SERVE THROUGH DECEMBER 31, 2025; 2) REQUESTING CTAS TO COMPLETE A COMPREHENSIVE ASSESSMENT OF THE RICHARD L. BEAN JUVENILE SERVICE CENTER; AND 3) REQUESTING THE TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES OFFICE OF CHILD WELFARE SERVICES TO CONTINUE WEEKLY MONITORING VISITS TO THE RICHARD L. BEAN JUVENILE SERVICE CENTER.

RESOLUTION: **R-25-6-903**

REQUESTED BY: **COMMISSIONER DURRETT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the current Superintendent and Assistant Superintendent of the Richard L. Bean Juvenile Service Center are retiring effective August 1, 2025; and

WHEREAS, in planning for this transition, the Knox County Commission desires to authorize the Knox County Mayor to hire a qualified Transition Advisor/Interim Superintendent to serve through December 31, 2025; to request CTAS to undertake a comprehensive assessment of the Richard L. Bean Juvenile Service Center; and to request the Tennessee Department of Children's Services Office of Child Welfare Services to continue weekly monitoring visits to the Richard L. Bean Juvenile Service Center.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

1. **The Knox County Mayor is hereby authorized to hire a qualified Transition Advisor/Interim Superintendent to be placed at the Richard L. Bean Juvenile Service Center to serve through December 31, 2025.**

2. **The University of Tennessee's County Technical Assistance Service (CTAS), with the support of the Tennessee Department of Children's Services, is hereby respectfully requested to complete a comprehensive assessment of policies, procedures, staffing, population demographics, security, treatment procedures and other related operational features of the Richard L. Bean Juvenile Service Center and provide a report to the Sheriff, Commission, the Office of the County Mayor, and to the Juvenile Court Judge of Knox County, by December 31, 2025.**

3. **The Tennessee Department of Children's Services Office of Child Welfare Services is hereby respectfully requested to continue weekly monitoring visits to the Richard L. Bean Juvenile Service Center. Reports will be provided to the Sheriff, Commission, Office of the County Mayor and to the Juvenile Court Judge of Knox County as available.**

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

RLA-17361 **R-25-6-904**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: District Attorney General

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, to authorize a Twelve Dollar and Fifty Cent ($12.50) charge by the clerk of every court in Knox County having jurisdiction of state misdemeanors and felonies for the purposes authorized and set out in T.C.A. § 40-3-106. **(REQUIRES 2/3 VOTE)** *(District Attorney General)*

Attachments

Resolution

T.C.A. § 40-3-106

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO AUTHORIZE A TWELVE DOLLAR AND FIFTY CENT ($12.50) CHARGE BY THE CLERK OF EVERY COURT IN KNOX COUNTY HAVING JURISDICTION OF STATE MISDEMEANORS AND FELONIES FOR THE PURPOSES AUTHORIZED AND SET OUT IN T.C.A. § 40-3-106.

RESOLUTION: R-25-6-904

REQUESTED BY: DISTRICT ATTORNEY GENERAL

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED: _____
DATE

VETO OVERRIDE: _____
DATE

MINUTE BOOK _____**PAGE**_____

WHEREAS, as authorized by T.C.A. § 40-14-210, this county commission has previously approved and implemented a twelve dollar and fifty cent ($12.50) cost to be added to the cost bill and be collected in all criminal proceedings for the benefit and use of the district public defender's office; and

WHEREAS, the Tennessee General Assembly has recently enacted similar legislation for the benefit of the District Attorney General; and

WHEREAS, upon adoption of an appropriate resolution by a county legislative body, T.C.A. § 40-3-106 makes it the duty of the clerk of every court in that county having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents ($12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in T.C.A. § 16-2-506, in which case this charge must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general within that judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended; and

WHEREAS, under T.C.A. § 40-3-106 the aforesaid clerks may only charge the twelve dollars and fifty cents ($12.50) upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body of such county; and

WHEREAS, the county legislative body in Knox County, Tennessee finds that implementation and collection of the foregoing charge is in the best interests of the county.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The clerk of every court in Knox County having jurisdiction of state misdemeanors and felonies shall include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents ($12.50) that must be remitted to the county government for the purpose of providing supplemental funding for the Office of the District Attorney General in this judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended.

SECTION 2. All costs collected by Knox County government pursuant to this Resolution must be used for providing support services for the purpose of promoting public safety at the sole discretion of the District Attorney General for the 6th Judicial District.

SECTION 3. Knox County may supplement the funds of the district attorney general system to promote public safety. The costs collected by Knox County under this Resolution are supplemental and in addition to any funds received under T.C.A. § 40-3-106 or under Title 8, Chapter 7 of the Tennessee Code Annotated, relative to district attorneys general.

SECTION 4. In every misdemeanor and felony prosecution in which restitution is ordered or the privilege tax for the criminal injuries compensation fund established by T.C.A. § 40-24-107 is also levied, the cost imposed by this Resolution does not have priority over collection of that restitution or privilege tax.

SECTION 5. If any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

SECTION 6. This Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

State of Tennessee

PUBLIC CHAPTER NO. 369

SENATE BILL NO. 547

By Stevens, Rose

Substituted for: House Bill No. 547

By Cochran, Lamberth, Bricken, Howell

AN ACT to amend Tennessee Code Annotated, Title 40, relative to public safety.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 40, Chapter 3, is amended by adding the following new section:

40-3-106.

(a) This section takes effect in any county immediately upon approval by two-thirds (2/3) vote of the county legislative body.

(b) It is the duty of the clerk of every court having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill, a charge of twelve dollars and fifty cents ($12.50) that must be remitted to the county government, except in counties that are part of a multiple county judicial district as defined in § 16-2-506, in which case this charge must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general within that judicial district. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended.

(c) All costs collected by county governments pursuant to this section must be used for providing support services for the purpose of promoting public safety at the sole discretion of the district attorney general for that county's respective judicial district.

(d) A county may supplement the funds of the district attorney general system to promote public safety. The costs collected by the county under this section are supplemental and in addition to any funds received under this chapter or under title 8, chapter 7, relative to district attorneys general.

(e) This section does not apply to nonmoving traffic violations.

(f) In every misdemeanor and felony prosecution in which restitution is ordered or the privilege tax for the criminal injuries compensation fund established by § 40-24-107 is also levied, the cost imposed by this section does not have priority over collection of that restitution or privilege tax.

(g) A district attorney general receiving or directing funding pursuant to this section shall submit a report to the district attorneys general conference no later than January 1 of each year detailing the amount of costs charged and collected and the purposes for which the funds were used in the year immediately preceding such date. The district attorneys general conference shall provide a corresponding report no later than February 15 of each year to the chair of the judiciary committee of the senate, the chair of the criminal justice committee of the house of representatives, and the chairs of the finance, ways and means committees of the senate and the house of representatives, providing such information in aggregate and by district.

SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 547

PASSED: April 17, 2025

RANDY McNALLY
SPEAKER OF THE SENATE

CAMERON SEXTON, *SPEAKER*
HOUSE OF REPRESENTATIVES

APPROVED this 5th day of May 2025

BILL LEE, *GOVERNOR*

RLA-17341 **R-25-6-905**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Heidi Garrett, JUVENILE COURT

Department: JUVENILE COURT

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract in the amount of $585,000.00 ($195,000.00 per year for FY26, FY27 and FY28) with the State of Tennessee, Department of Mental Health and Substance Abuse Services for the Knox County Juvenile Court to continue to provide an evidence-based Safe Baby Court in Knox County for the period beginning July 1, 2025 and ending June 30, 2028. (No local match required)
(Juvenile Court)

Attachments

Resolution

SBC Contract FY26-FY27-FY28

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT OF $585,000.00 ($195,000.00 PER YEAR FOR FY26, FY27 AND FY28) WITH THE STATE OF TENNESSEE, DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES FOR THE KNOX COUNTY JUVENILE COURT TO CONTINUE TO PROVIDE AN EVIDENCE-BASED SAFE BABY COURT IN KNOX COUNTY FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2028. (NO LOCAL MATCH REQUIRED)

RESOLUTION: R-25-6-905

REQUESTED BY: JUVENILE COURT

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County has received a grant contract from the State of Tennessee, Department of Mental Health and Substance Abuse Services for the Knox County Juvenile Court to continue to provide an evidence-based Safe Baby Court in Knox County, as further detailed in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Juvenile Court will receive grant funding in the amount not to exceed $585,000.00 over the period beginning July 1, 2025 and ending June 30, 2028 with the amount of $195,000.00 allocated each year for FY26, FY27 and FY28; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Grant Contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services for the Knox County Juvenile Court to continue to provide a Safe Baby Court program in Knox County is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Grant Contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services for the Knox County Juvenile Court to continue to provide a Safe Baby Court program in Knox County shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2025	June 30, 2028	-	DGA 86362_2025-2028_010

Grantee Legal Entity Name	Edison Vendor ID
Knox County Government	2699

Subrecipient or Recipient
☐ Subrecipient
☒ Recipient

Assistance Listing Number

Grantee's fiscal year end June 30

Service Caption (one line only)
Safe Baby Courts

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026			$195,000.00		$195,000.00
2027			$195,000.00		$195,000.00
2028			$195,000.00		$195,000.00
TOTAL:			**$585,000.00**		**$585,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Pursuant to TCA 33-1-302 and 33-1-304, grantees are selected in accordance with state policy, department duties, department powers, and commissioner duties and powers as related to serving as the state's mental health and substance abuse authority responsible for planning for and promoting the availability of a comprehensive array of high quality prevention, early intervention, treatment, and habilitation services and supports that meets the needs of service recipients in a community-based, family-oriented system.
☐ Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Gene Wood

Speed Chart (optional)	Account Code (optional)

CPO USE – GG

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
KNOX COUNTY GOVERNMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Knox County Government, hereinafter referred to as the "Grantee," is for the provision of Safe Baby Courts, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2699

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Services and supports under this Contract shall be delivered in a manner that promotes resiliency, recovery, and independence for individuals and families served. The Division of Mental Health Services prioritizes key values critical to serving Tennesseans with behavioral health needs including programs and practices focused on promotion, intervention, and recovery support services which:

- Encourage co-occurring competent and co-occurring friendly programs;
- Support culturally responsive and linguistically competent services;
- Uphold System of Care core values and principles;
- Aim to prevent and mitigate the impact of adverse childhood experiences (ACEs);
- Promote trauma informed approaches; and
- Prioritize evidence-based and/or evidence-informed services resulting in strong outcomes.

A.3. Definitions. For the purposes of this Contract, definitions shall be as follows:

a. "Active Community Team" shall mean a group of representatives from agencies, early childhood systems, and other providers, who work to improve outcomes for very young children in foster care, or at risk for removal, and their families. The Juvenile Court Judge, Department of Children's Services leadership, and the Safe Baby Court Coordinator are key members of this team. The Safe Baby Court Coordinator provides instrumental support in making sure the meetings happen regularly and frequently.

b. "Quest" shall mean the Quest Case Management System, an electronic database that serves as the official data entry system for the Tennessee Safe Baby Court Program.

c. "Safe Baby Court" or "SBC" shall mean an evidence-based specialized infant and toddler court that uses the science of early childhood development to meet the urgent needs of infants and toddlers and their families. The SBC is a problem-solving court that carries the same powers of the Juvenile Court that created it, but provides specialized dockets, more frequent professional and judicial oversight, multidisciplinary teams, and a wraparound service delivery approach that supports the entire family unit.

d. "Safe Baby Court Coordinator" shall mean a full-time staff person who coordinates and participates in an interdisciplinary direct service team that supports the child and family. As a neutral party in this team, the Safe Baby Court Coordinator is positioned to facilitate information sharing and problem-solving.

e. “Statewide Safe Baby Court Leadership Team” shall mean a team comprised of leaders from the three agencies statutorily responsible for implementation and oversight of the Tennessee Safe Baby Court program. These agencies are the Administrative Office of the Courts, the Department of Children’s Services, and the Department of Mental Health and Substance Abuse Services.

A.4. In collaboration with the Juvenile Court Judge in the identified jurisdiction, Grantee shall implement a Safe Baby Court (“SBC”) program. Grantee shall employ a full time Safe Baby Court Coordinator to implement the SBC. The Safe Baby Court Coordinator must have an identified supervisor that is not a judicial officer. Grantee may also allocate funds for other staff to support the SBC, including, but not limited to, a magistrate, a supervisor, a peer support, or a case manager.

A.5. Prior to the provision of any services for this Grant Contract, all Grantee personnel performing work under this Grant Contract shall provide fingerprint samples for a criminal history records check conducted by the Tennessee Bureau of Investigation. Fingerprints may only be submitted at DCS approved sites where they can be processed electronically. The Grantee shall be responsible for the payment of all fee(s) for Grantee personnel providing their fingerprint samples and submitting to a criminal history review.

A.6. The Grantee shall implement the SBC with children at risk of entering DCS custody or in DCS custody, by giving specialized attention to these children and their families to:

a. Reduce time to permanency of children by surrounding at-risk families with support services;

b. Reduce incidences of repeat maltreatment among children;

c. Reduce the long-term and short-term effects of traumatic experiences occurring on a child's brain development;

d. Promote public safety through these reductions;

e. Increase the personal, familial, and societal accountability of families; and,

f. Promote effective interaction and the use of resources among public and private, state, and local agencies for:

1. Child and family;

2. Mental health; and,

3. Community services.

A.7. In implementing and maintaining the SBC, Grantee will comply with and be evaluated against the Tennessee Safe Baby Courts Best Practice Standards (2020 and as revised and incorporated herein by reference). Grantee will work in compliance with the Statewide Safe Baby Court Leadership Team and any related initiatives.

A.8. The Grantee will conduct Active Community Team meetings at least quarterly.

A.9. The Grantee shall use Quest to document information pertaining to the children and families served by the program and in support of the reporting requirements established by Tenn. Code Ann. 37-1-901 et. seq. All data shall be entered into Quest by the 10th day of the following month.

A.10. The Grantee will submit invoices at least quarterly.

A.11. The Grantee will ensure that the use of specific assistance funds for a family is related to an identified need on the permanency plan. If the identified use of specific assistance will exceed $200.00 per instance, the Grantee will seek approval prior to spending those funds by making the appropriate request to the Statewide Safe Baby Court Leadership Team.

A.12. The Grantee may request to expand service population during the term of the grant by making appropriate request to the Statewide Safe Baby Court Leadership Team.

A.13. Monitoring: The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury or their duly appointed representatives. The Grantor interprets this section as a requirement for Grantee to be in compliance with State of Tennessee's monitoring requirements that exist outside of individual agency requirements.

A.14. Annual spending under this grant contract will be restricted by the term denoted on each annual grant budget. The maximum annual expenditure amount for each year of this contract will be determined by the annual grant budget. Unspent funds will not carry forward to the next year of the grant.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025, ("Effective Date") and ending on June 30, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed five hundred eighty-five thousand dollars ($585,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One (1) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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

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

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

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

Tennessee Department of Mental Health and Substance Abuse Services
ATTN: Fiscal Services
Andrew Jackson Building, 6th Floor
500 Deaderick Street

Nashville, TN 37243

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

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

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

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Elizabeth Setty Reeve, J.D., Director
Office of Juvenile Justice
Division of Children and Youth Mental Health Services
Department of Mental Health and Substance Abuse Services
Andrew Jackson Building
500 Deaderick Street
Nashville, TN 37243
Email: Elizabeth.Reeve@tn.gov
Telephone: 615/707-0171

The Grantee:

Glenn Jacobs, Mayor
Knox County Government
400 Main Street City County Building-Suite 615
Knoxville, TN 37902
Email: tdhcontracts@knoxcounty.org
Telephone: 865/215-2005

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State’s right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall

include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

D.16. Monitoring. The Grantee’s activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee’s name; (b) the Grant Contract’s Edison identification number, Term, and total amount; (c) a narrative section that describes the program’s goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not

completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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. §§ 200.317—200.327 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.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may

arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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

E.3. 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.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.7. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq*.

a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, 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 Rule 2

of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

E.9. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: https://www.tn.gov/behavioral-health/for-providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html

E.10. Suspension of Payment.

a. The State may suspend payment under this Grant Contract on the following grounds:

i. Grantee's failure to comply with the terms of Section A of this Grant Contract.

ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.

iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.

b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.11. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at www.kidcentraltn.com ("Directory"):

a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee's profiles; and 4) monitor activity related to the profiles.

b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a website, Grantee shall provide a link to www.kidcentraltn.com from the appropriate section of the website.

c. If Grantee develops print or electronic materials on behalf of the State, or uses State funds that are intended for general distribution to parents, families, children, or professionals who work directly with children or families, Grantee must place the "kidcentral tn" logo on those materials. Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the "kidcentral tn" logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The "kidcentral tn" logo should not be applied to individualized correspondence or materials intended for a single family or professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

E.12. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

a. Property. The "Property" licensed mark:

TN Department of Mental Health & Substance Abuse Services

TN Department of Mental Health & Substance Abuse Services

i. Exclusivity. None.

ii. Territory. Worldwide.

b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.

c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee's visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.

d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier then contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.

e. Sub-licensing. Sub-licensing is not allowed.

f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.

g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:

TN Department of Mental Health & Substance Abuse Services

TN Department of Mental Health & Substance Abuse Services

is a registered trademark and is used under license to the Grantee.

h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.

i. Royalty Rate. This License shall be royalty free.

FOR THE PROVISION OF THE SAFE BABY COURTS PROGRAM:

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER **DATE**

YEAR 1

GRANT BUDGET SUMMARY

Agency Name: Knox County Government

Program Code Name: Safe Baby Courts 26

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN 7/1/2025 END: 6/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes [2]	$163,106.00	$0.00	$163,106.00
4, 15	Professional Fee, Grant & Award [2]	$1,000.00	$0.00	$1,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications [2]	$10,100.00	$0.00	$10,100.00
11. 12	Travel, Conferences & Meetings [2]	$9,000.00	$0.00	$9,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance [2]	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$9,794.00	$0.00	$9,794.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$1,000.00	$0.00	$1,000.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost [2]	$1,000.00	$0.00	$1,000.00
24	In-Kind Expense [2]	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$195,000.00**	**$0.00**	**$195,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, *and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).*

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

GRANT BUDGET LINE-ITEM DETAIL:

YEAR 1

Agency Name: Knox County Government
Program Code Name: Safe Baby Courts 26
Begin Date: 7/1/2025
End Date: 6/30/2026

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	$125,466.00
Benefits and Taxes	$37,640.00
TOTAL	**$163,106.00**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	$1,000.00
TOTAL	**$1,000.00**

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	$6,500.00
Telephone	$1,000.00
Equipment Rental and Maintenance	$2,400.00
Printing and Publication	$200.00
TOTAL	**$10,100.00**

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel	$3,000.00
Training and Conferences Attended by Staff	$5,000.00
Conferences and Training Provided by Agency	$1,000.00
TOTAL	**$9,000.00**

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	$9,794.00
TOTAL	**$9,794.00**

OTHER NON-PERSONNEL	AMOUNT
Other Non-personnel	$1,000.00
TOTAL	**$1,000.00**

INDIRECT COST	AMOUNT
Indirect Cost	$1,000.00
TOTAL	**$1,000.00**

YEAR 2

GRANT BUDGET SUMMARY

Agency Name: Knox County Government

Program Code Name: Safe Baby Courts 27

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN 7/1/2026 END: 6/30/2027

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes [2]	$169,629.00	$0.00	$169,629.00
4, 15	Professional Fee, Grant & Award [2]	$1,000.00	$0.00	$1,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications [2]	$9,100.00	$0.00	$9,100.00
11. 12	Travel, Conferences & Meetings [2]	$8,000.00	$0.00	$8,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance [2]	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$5,271.00	$0.00	$5,271.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$1,000.00	$0.00	$1,000.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost [2]	$1,000.00	$0.00	$1,000.00
24	In-Kind Expense [2]	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$195,000.00**	**$0.00**	**$195,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, *and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).*

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

GRANT BUDGET LINE-ITEM DETAIL:

YEAR 2

Agency Name: Knox County Government
Program Code Name: Safe Baby Courts 27
Begin Date: 7/1/2026
End Date: 6/30/2027

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	$130,484.00
Benefits and Taxes	$39,145.00
TOTAL	**$169,629.00**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	$1,000.00
TOTAL	**$1,000.00**

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	$5,500.00
Telephone	$1,000.00
Equipment Rental and Maintenance	$2,400.00
Printing and Publication	$200.00
TOTAL	**$9,100.00**

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel	$3,000.00
Training and Conferences Attended by Staff	$4,000.00
Conferences and Training Provided by Agency	$1,000.00
TOTAL	**$8,000.00**

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	$5,271.00
TOTAL	**$5,271.00**

OTHER NON-PERSONNEL	AMOUNT
Other Non-personnel	$1,000.00
TOTAL	**$1,000.00**

INDIRECT COST	AMOUNT
Indirect Cost	$1,000.00
TOTAL	**$1,000.00**

YEAR 3

GRANT BUDGET SUMMARY

Agency Name: Knox County Government

Program Code Name: Safe Baby Courts 28

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN 7/1/2027 END: 6/30/2028

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes [2]	$176,415.00	$0.00	$176,415.00
4, 15	Professional Fee, Grant & Award [2]	$1,000.00	$0.00	$1,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications [2]	$6,585.00	$0.00	$6,585.00
11. 12	Travel, Conferences & Meetings [2]	$6,500.00	$0.00	$6,500.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance [2]	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$2,500.00	$0.00	$2,500.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$1,000.00	$0.00	$1,000.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost [2]	$1,000.00	$0.00	$1,000.00
24	In-Kind Expense [2]	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$195,000.00**	**$0.00**	**$195,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, *and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).*

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

GRANT BUDGET LINE-ITEM DETAIL:

YEAR 3

Agency Name: Knox County Government
Program Code Name: Safe Baby Courts 28
Begin Date: 7/1/2027
End Date: 6/30/2028

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	$135,704.00
Benefits and Taxes	$40,711.00
TOTAL	**$176,415.00**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees	$1,000.00
TOTAL	**$1,000.00**

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies	$2,985.00
Telephone	$1,000.00
Equipment Rental and Maintenance	$2,400.00
Printing and Publication	$200.00
TOTAL	**$6,585.00**

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel	$3,000.00
Training and Conferences Attended by Staff	$3,000.00
Conferences and Training Provided by Agency	$500.00
TOTAL	**$6,500.00**

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals	$2,500.00
TOTAL	**$2,500.00**

OTHER NON-PERSONNEL	AMOUNT
Other Non-personnel	$1,000.00
TOTAL	**$1,000.00**

INDIRECT COST	AMOUNT
Indirect Cost	$1,000.00
TOTAL	**$1,000.00**

RLA-17348 **R-25-6-906**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Anna Hoekstra, FORENSIC CENTER

Department: FORENSIC CENTER

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Analyze Pathology, Inc. for the provision of pathology laboratory services.
(Forensic)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH ANALYZE PATHOLOGY, INC. FOR THE PROVISION OF PATHOLOGY LABORATORY SERVICES.

RESOLUTION: R-25-6-906

REQUESTED BY: FORENSIC CENTER

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Knox County Regional Forensic Center desires to have a contractor provide pathology laboratory services; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Analyze Pathology, Inc. submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Analyze Pathology, Inc. is effective for a five (5) year term beginning July 1, 2025 and ending June 30, 2030 and may be extended for five (5) additional years, which may result in a total of ten (10) years; and

WHEREAS, Analyze Pathology, Inc. has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Analyze Pathology, Inc. for the provision of pathology laboratory services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Analyze Pathology, Inc. for the provision of pathology laboratory services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Tennessee

and

Analyze Pathology, Inc.

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and Analyze Pathology, Inc., hereinafter referred to as "Contractor".

Whereas, the County requested bids for Pathology Laboratory Services for Knox County Government (Request for Proposal #3652) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Term of this Contract. This Contract commences on the 1st day of July 2025 and ends the 30th day of June 2030 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. The County intends to issue a five-year (5) award. Upon the mutual agreement of the Contractor and the County, the award may be extended for five (5) additional years. This may result in a total of ten (10) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. The County shall pay Contractor as agreed upon in the County's Request for Proposal for the Pathology Laboratory Services per the Contractor's response to Request for Proposal #3652; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Amendments. Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's Proposal.

4. Invoicing and reporting requirements. Contractor shall invoice the County for the Pathology Laboratory Services pursuant to Request for Proposal #3652.

5. Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the Pathology Laboratory Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Pathology Laboratory Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. **This agreement** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

12. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. **Nondiscrimination statement.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. **Delivery.** Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. **Limitations of liability.** In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #3652 and Addendum I and Addendum II
B. Contractor's Response to Request for Proposal #3652 and Addendum I and Addendum II

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY, TENNESSEE

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
(printed name)

_____
(signature)

Date: _____

ANALYZE PATHOLOGY, INC.

_____
(printed name)

_____
(signature) **Date: _____**

Attachment "B"

Signed Letter of Intents
Request for Proposal No. 3652
Addendum I & Addendum II

Analyze Pathology, Inc.

Pathology Laboratory Services

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Notification of Intent to Award
This is not Notification to begin work

Name of Bid:	Pathology Laboratory Services
Term of Agreement:	10 years with one (1) five (5) year renewal.
Successful Vendor:	Analyze Pathology, Inc.
Vendor Contact:	Meghan Dickinson (mdickinson@analyzercm.com)
Buyer:	Susan Colella
Date:	May 12, 2025

Analyze Pathology, Inc. has been issued this Notice of Intent to Award for the provision of Pathology Laboratory Services as described in Request for Proposal No. 3652. Carefully review the document and if you are in agreement with the terms and conditions set forth in Request for Proposal, please signify by providing an authorized signature in the space provided below. Please email to susan.colella@knoxcounty.org.

Pending Contract Execution.

Authorizing signature: _____ Date: 05/12/25

If you are not in agreement with any of the above information, please contact Susan Colella in the Procurement Division of Knox County at 865.215.5769.

Susan Colella

Susan Colella
Knox County Procurement
Knox County Government

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Pathology Laboratory Services** as specified herein. Proposals must be received by **2:00 p.m.** on **May 5, 2025.** Late proposals will neither be considered nor returned.

Deliver Proposals To:

Proposal Number 3652
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I PROPOSAL PREPARATION AND SUBMISSION

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Susan Colella, Buyer, at 865-215-5769 or emailed to susan.colella@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award may be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis, schedule basis or by multiple awards. Knox County reserves the right to not award this proposal. The award will be made in accordance with the evaluation criteria specified herein.

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
Email:diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) marked as original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in a single file in a flash drive format.

1.9 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Email and Facsimile submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for online vendor registration and maintenance, electronic receipt of purchase orders, online retrieval and submittal of quotes, bids and proposals for our vendor-clients and online requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our online Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their proposal if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Proposers are prohibited from charging Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.16 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carriers, nor will Knox County be responsible for proposals delivered to addresses or suites other than the delivery address and suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the proposal closing time.

Submittals must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- Be submitted on recycled paper.
- Not include pages of unnecessary advertising.
- Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time on April 21, 2025**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS: In order to be considered, all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should the vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. Please register online at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State and Local laws, statutes, ordinances and regulations in any manner affecting the provision of goods and/or services and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW/VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposals, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.13 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.14 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel.

2.15 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or individual trait found to be and illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. The Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act and other Federal and State employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.16 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.17 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney fees.

2.18 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.19 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.20 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.21 **TERMINATION:** County may terminate this agreement with or without cause at any time upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of the solicitation is to set forth and convey to prospective proposers the general requirements for providing the Regional Forensic Center with quality Pathology Laboratory Services as desired by Knox County and Knox County Regional Forensic Center. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete or no longer in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.4 **AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.

3.5 **AWARD LENGTH:** The length of this Contract will be five (5) years with the option to renew upon mutual consent of both parties. The term agreement may be renewed for an additional five (5) years, for a possible total of ten (10) years. Knox County reserves the right to purchase these products and/or services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.6 **CHANGES AFTER AWARD:** It is possible that after the award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they lower the cost to Knox County and/or provide improved service.

3.7 **COMMUNICATIONS:** The successful execution of this contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have efficient email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.8 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents, and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract may require approval of Knox County Commission and must receive a majority vote. The successful Vendor(s) may be required to be present at Knox County Commission meetings to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division if the awarded vendor(s) will need to attend meetings. There shall be no cost to Knox County for attendance of the Vendor(s). Exhibit A provides a sample contract for review. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted they will not be accepted. Exhibit A provides a sample contract for review

3.10 **CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Vendor and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.

3.11 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Cost	50 Points
Qualifications and Experience	30 Points
Delivery	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.12 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.13 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VIII of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

3.14 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.15 **INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign, and have its insurance agent sign the attachment and submit it with the proposal. Upon receipt of a Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect. Refer to the Insurance Checklist regarding coverage and endorsement requirements.

3.16 **INVOICING PROCEDURES:** Knox County requests that reports be easy to read and understand. There shall be no additional charge for this information and procedures to be included. Each report shall include a breakdown of the service provided and shall list the contracted unit price. Supporting documentation shall be included with reports as applicable. Reports without this information may be returned to the Contractor for correction.

Invoices shall be sent to the address indicated below. Invoices must be submitted in triplicate and must match the corresponding Contract number. Email invoices to:

Regional Forensic Center
Attention: Chris Thomas
2761 Sullins Street
Knoxville, TN 37919

3.17 **INVOICE REVIEW:** Knox County shall review all reports for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variance found on the invoice will result in the rejection of that invoice. Rejected invoices will be returned to the Contractor(s) for correction. Repeated variations may result in the termination of the Contract with that particular Contractor.

3.18 **NEGOTIATION:** Knox County may select a successful proposer based on initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.19 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.20 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.21 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the RFP.

3.22 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of sixty (60) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- Continue with the existing prices.
- Request a lower price increase.
- Not accept the renewal offer.

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.

3.23 **PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.

3.24 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposals format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.25 **PROPOSER INTERVIEWS:** Knox County reserves the right to request proposers to demonstrate their capabilities from those displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and features of the proposed services and to ask questions regarding aspects of the same.

3.26 **PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.

3.27 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this RFP shall be open to the public for viewing and inspection.

3.28 **QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis.

3.29 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner.

Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

3.30 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.31 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **April 21, 2025 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.32 **TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF SERVICES:** The successful vendor will provide anatomic pathology services to clinicians, pathologists and pathology laboratories that can be customized to meet the needs of the Knox County Regional Forensic Center. Knox County desires a turn-key solution for pathology services in an inclusive "per case" pricing format. Knox County would like the pricing for each service to be broken down. Proposers must submit the Price Sheet (Attachment A) for evaluation purposes. Proposers can attach additional pricing sheets or information regarding additional services provided by Proposer that may be requested in this Section IV, Scope of Services included but not limited to Section 4.1. The successful proposer will be responsible for providing pathology services and results that include:

4.1.1 Courier transportation to include daily pickup of tissue cassettes from the Regional Forensic Center and daily delivery of completed slides to the Regional Forensic Center between the hours of 3:00 p.m.- 5:00 p.m., Monday through Friday, 365 days per year. Current address for pickup and delivery: 2761 Sullivan Street, Knoxville, TN 37919 *****NOTE: RFC will be relocating in one to two years to Production Lane, Knoxville, TN.**

4.1.2 Laboratory requisitions specific to RFC procedures as related to histology type testing in association with autopsy.

4.1.3 Tissue cassettes for specimen processing. RFC will provide a Slide Key to accompany tissue cassettes.

4.1.4 Pathology slide preparation to include:

- Routine hematoxylin and eosin slides of tissue samples from all human organs.
- Special stains
- Immunohistochemistry stains
- Maximum of twenty-four (24) hours turnaround time for slide preparation

4.1.5 Whole slide imaging with internet access to digital slide images. Slide images must be available to forensic pathologists for diagnostic work or photomicrography.

4.1.6 Routine cultures (blood and/or tissue and/or CSF)

4.1.7 Nasopharyngeal (viral) cultures

4.1.8 Tryptase (concentration in blood)

4.1.9 Exposure and donation cases (HEP and HIV)

4.1.10 Capability of interfacing with pathology electronic medical record software.

4.1.11 Provision of supplies for services to include tissue cassettes, small specimen containers, reagents, glass slides and coverslips, as necessary. Slides must be delivered in slide folders.

4.1.12 Delivery of reports in an electronic, .pdf format is preferred.

4.2 **MINIMUM REQUIREMENTS:** Required certifications and licenses must be maintained for the duration of the contract period. Proposers are required to possess and submit the following certifications/licenses:

4.2.1 An accredited College of American Pathology Laboratory

4.2.2 A Tennessee Laboratory License

4.2.3 Be a Licensed Physician in the State of Tennessee.

4.2.4 Compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act).

4.3 **OPTIONAL TRANSCRIPTION SERVICES:** Knox County is requesting pricing for transcription services for pathology/autopsy reports. Proposers may submit pricing for this service, but it is not a requirement of the RFP. Evaluation points for price will be based solely on the cost sheet (Attachment A.) Bidders must submit per the Scope of Services outlined in Section 4.1 in order to be considered. The Knox County Regional Forensic Center wishes to obtain pricing for a "per case" rate, which would include Transcription Services for both a Provisional Report (PAD) up to twenty-five (25) lines and a Final Report (FAD) up to one hundred and ninety (190) lines for a total of two hundred and fifteen (215) lines, inclusive of all costs associated with the performance of this work. If transcription services are available, pricing must be provided based on the requirements listed below.

The requirements for Transcription Services are as follows:

4.3.1 Contractor must possess the resources, staff and capability to perform the service and have a minimum of five (5) years of experience in the field of medical and/or forensic transcription.
4.3.2 Contractor must be capable of interfacing with pathology electronic medical record software/LIS.
4.3.3 Contractor must be capable of sending and receiving digital dictation files via secure website.
4.3.4 Contractor must be capable of sending and receiving dictations in the form of common audio files such as, but not limited to .wav or .mp3.
4.3.5 Contractor must be capable of sending and receiving electronic documents (such as but not limited to Word or PDF) via secure website/electronic means.
4.3.6 Contractor must be capable of sending and receiving electronic signatures.
4.3.7 Contractor must provide a maximum turnaround of two (2) days for Provisional Reports (PAD).
4.3.8 Contractor must provide a maximum turnaround of four (4) days for Final Reports (FAD).
4.3.9 Contractor must provide PADs and FADs with same day turnaround if requested.
4.3.10 Contractor must provide remote access to correct transcribed files.
4.3.11 Contractor must maintain a five percent (5%) or less error rate on initial transcribed PADs and FADs.
4.3.12 Contractor must comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act).
4.2.13 Any information sent to the vendor is confidential and the property of the Knox County Regional Forensic Center. Any data provided to the Vendor by the Knox County Regional Forensic Center shall be destroyed within thirty (30) days of completion of the case's Final Report. A certificate of destruction shall be furnished by the Vendor upon request.

SECTION V PROPOSAL FORMAT

The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued responses,**
- Please submit one (1) marked original and one (1) exact copy.
- Page numbers should be placed on the bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the flash drive.**

TAB I **SIGNED COVER LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL**

TAB II **PROPOSER INFORMATION**

Company Name, Address, Knox County Vendor Number, Primary Contact Person, Contact Telephone Number, Contact Email, copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification number (EIN), statement as to whether or not you will accept payment via credit card, acknowledgement of addenda (if applicable).

TAB III **TABLE OF CONTENTS**

TAB IV **PROPOSED COST**

Proposers must submit the Price Sheet (Attachment A) for evaluation purposes and be inclusive of all expenses, including transportation and ancillary out-of-pocket charges. Attach additional pricing for services as described in Section IV (Scope of Services) in an inclusive "per case" format. Additional pricing should also be inclusive of all expenses, including transportation and ancillary out-of-pocket charges. There will be no reimbursement for any such charges.

NOTE: This tab shall only be included in the original document and the exact electronic version. This tab is to be submitted under separate cover from the other parts of the vendor's proposal. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

TAB V **QUALIFICATIONS AND EXPERIENCE**

Please provide a thorough background and description of the firm, including the number and location of facilities. Provide a comprehensive overview of the project team, identifying each person who will work to service the Contract. Provide the following information about each person listed: (a) title; (b) a complete description of the type of work the individual will perform; and (c) any current certifications/licenses held by that person.

Identify the number of years that the firm has been in business. Describe the experience of the firm in reference to three (3) similar projects. Identify what format of requisition will be utilized.

TAB VI **DELIVERY**

Provide the total guaranteed number of calendar days for delivery of results. **Do not state a range of days.** If a range of days is provided, points will be calculated based off of the maximum number of days stated in the range. State the format in which reports will be delivered.

TAB VII: **CERTIFICATIONS/LICENSES**

Provide copies of all Licenses required to perform the work specified in Section IV.

TAB VIII **OTHER INFORMATION**

Proposers may include any other information deemed pertinent to this solicitation.

TAB IX **OPTIONAL TRANSCRIPTION SERVICES**

If your organization can provide optional transcription services, please provide proposed cost for transcription services in the following format:

- Complete Case Rate
- Rate per line in excess of two hundred and fifteen (215) lines
- Surcharge for same day turnaround of PAD reports up to twenty-five (25) lines
- Surcharge per line for same day turnaround of PAD reports in excess of twenty-five (25) lines
- Surcharge for same day turnaround of FAD reports up to one-hundred and ninety (190) lines
- Surcharge per line for same day turnaround of FAD reports in excess of one-hundred and ninety (190) lines
- Surcharge for same day turnaround of complete case reports up to two hundred and fifteen (215) lines
- Surcharge per line for same day turnaround of complete case reports in excess of two hundred and fifteen (215) lines
- Cut off time for same day turnaround (EST)

TAB X **EXCEPTIONS**

Please note any and all exceptions taken to any part this Request for Proposals. If none are taken, please clearly state so. Do not mark through or otherwise alter the language of this RFP in your response.

TAB XI **ATTACHMENTS**

Price Sheet (Attachment A)
Insurance Checklist (Attachment B)
Iran Divestment Act/No Boycott of Israel (Attachment C)
Knox County Business Tax License for Organization (if applicable)
Knox County Business Tax License(s) for sub-contractor(s) (if applicable)

Failure to include any of the above information or any other information requested may result in the proposer being disqualified

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
PRICE SHEET
REQUEST FOR PROPOSALS NUMBER 3652

Pathology Services	Price
Hematoxylin and Eosin Slide, per block	
Recuts	
Histochemistry Slide, Routine	
Immunohistochemistry Slide, Routine	
Whole Slide Imaging	

*****Pricing in this section is for evaluation purposes only. Pricing should be inclusive of all expenses, including transportation and ancillary out-of-pocket expenses.**

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3652

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO- SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
YES	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

23. **Certificate of Insurance shall show the RFP number and title.**

24. **Other insurance required _____.**

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.

Agency Name: _____ Authorizing Signature: _____

Proposer's Statement and Certification: If awarded the Contract, I will comply with the Contract insurance requirements.

Proposer's Name: _____ Authorizing Signature: _____

ATTACHMENT C
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS 3652

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

EXHIBIT A
SAMPLE CONTRACT
KNOX COUNTY PROCUREMENT DIVISION
REQUEST FOR PROPOSALS NUMBER 3556

Knox County Tennessee

and

{Contractor Name}

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and {Contractor Name}, hereinafter referred to as "Contractor".

Whereas, the County requested proposal for Telehealth Services for Knox County Government (Request for Proposal #XXXX) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Term of this Contract. This Contract commences on the 1st day of {Month Year} and ends the 30th day of {Month Year} unless terminated in conformity with the terms of this Contract as contained in paragraphs 3 and 4. The County intends to issue a one-year (1) award. Upon the mutual agreement of the Contractor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. The County shall pay Contractor as agreed upon in the County's Request for Proposal for the Telehealth Services per the Contractor's response to Request for Proposal #XXXX; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Amendments. Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's Proposal.

4. Invoicing and reporting requirements. Contractor shall invoice the County for the Telehealth Services pursuant to Request for Proposal #XXXX.

5. Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the Telehealth Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

SAMPLE

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Telehealth Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

12. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. Nondiscrimination statement. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

16. Delivery. Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. Limitations of liability. In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor. The County shall have no recourse, and shall bring no claim, against any Contractor Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any Contractor Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #XXXX {and Addendum I}
B. Contractor's Response to Request for Proposal #XXXX {and Addendum I}

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

SAMPLE

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

KNOX COUNTY, TENNESSEE

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
(printed name)

_____
(signature)

Date: _____

{Contractor Name}

_____
(printed name)

_____
(signature) **Date: _____**

SAMPLE

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals No. 3652
Pathology Laboratory Services

Addendum Date: April 16, 2025 **Buyer: Susan Colella**

Closing Date: May 5, 2025 @ 2:00 P.M. EST **Total Page(s): 2**

The following is for clarification:

Question 1. Under section 4.2.1, will a CLIA Certified laboratory be considered acceptable, or does the laboratory need to be accredited CAP laboratory?

Answer 1. CAP accreditation will not be required.

Question 2. Regarding pricing in Attachment A, are the prices paid currently by the county publicly available such that you could share that information?

Answer 2. See Exhibit A.

End of Addendum I.
Please acknowledge Addendum I in your response.

Susan Colella

Buyer

Exhibit A
Knox County Procurement Division
Request for Proposals 3652

Pathology Services	Price
Hematoxylin and Eosin Slide, per block	$11.50
Recuts	$5.00
Histochemistry Slide, Routine	$26.00
Immunohistochemistry Slide, Routine	$50.00
Whole Slide Imaging	$8.00

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum II to Request for Proposals No. 3652
Pathology Laboratory Services

Addendum Date: April 22, 2025 **Buyer: Susan Colella**

Closing Date: May 5, 2025 @ 2:00 P.M. EST **Total Page(s): 2**

The following is for clarification:

Question 1. What is the quantity of tissue blocks, recuts, histochemistry stains, and immunohistochemistry stains processed and Whole Slide Images per month or annually generated from Knox County Regional Forensic Center for 2024?

Answer 1. See Attachment A.

Question 2. Re: 4.1.1: It says courier service is needed from 3-5pm Monday through Friday, 365 days per year. Are weekend courier services ever required? If cases are performed on a weekend, is it acceptable to pick up specimens on Monday?

Answer 2. No, it will be Monday through Friday only.

Question 3. Re: 4.1.10: What is the current electronic medical record software and/or laboratory information system in use by KCRFC?

Answer 3. MDILog. No interface is needed.

Question 4. Re: 4.1.6-4.1.9: We do not operate a clinical laboratory that performs cultures and blood work. Can we subcontract with a separate clinical laboratory to perform those cultures and blood work, or will we need to remove that from our bid proposal so that KCRFC can contract with a different laboratory to perform those tests?

Answer 4. Yes, vendors can subcontract if needed.

End of Addendum II.
Please acknowledge Addendum II in your response.

Susan Colella

Buyer

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Attachment A

Totals for 2024:

Routine H&E:	4,283
Special Stains:	106
Immunohistochemistry:	21
Rectus:	27

Attachment "C"

Contractor's Responses to

Request for Proposal No. 3652

Pathology Laboratory Services

Analyze Pathology

Analyze Pathology, Inc
9303 Park West Blvd.
Suite 200
Knoxville, TN 37923

May 2, 2025

Susan Colella, Buyer
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

RE: Proposal Submission – RFP #3652 – Pathology Laboratory Services

Dear Ms. Colella,

Analyze Pathology, Inc. is pleased to submit this proposal in response to RFP #3652 for the provision of Pathology Laboratory Services to the Knox County Regional Forensic Center. We are a CLIA-certified, TN state certified, COLA enrolled (certification pending inspection) full-service anatomic pathology laboratory located in Knoxville, Tennessee, supported by a molecular and toxicology laboratory in Florida. Our team brings deep experience in dermatopathology and women's health, and we are committed to delivering timely, accurate, and cost-effective laboratory services in alignment with your expectations.

We confirm our ability to meet all specifications outlined in the RFP, including weekday courier service, full slide processing, whole slide imaging, and access to subcontracted clinical laboratory services through Labcorp, Quest, or American Esoteric Laboratories when necessary. We respectfully acknowledge Addendum I and Addendum II and have incorporated all relevant clarifications.

Please find enclosed the original, one exact copy (same binder), and a digital flash drive containing our full proposal response. Should you have any questions or require additional information, I can be reached directly at 413-374-0276 or MDickinson@anaylzercm.com.

We appreciate the opportunity to serve Knox County and thank you for your consideration.

Sincerely,

Meghan Dickinson, Operations Manager

Proposer Information

Analyze Pathology, Inc
9303 Park West Blvd.
Suite 200
Knoxville, TN 37923

Knox Buys Vendor ID: 86279

Primary Contact: Meghan Dickinson, Operations Manager
Phone: 413-374-0276
Email: MDickinson@analyzercm.com

Federal Tax Identification Number (EIN): 84-3645461

Analyze Pathology, Inc. accepts payment via credit card.

We acknowledge receipt and incorporation of Addendum I and Addendum II.

Analyze Pathology, Inc, does not provide transcription services.

KNOXBUYS

Maintain General Organization Information

Company Logo: Choose Image No image chosen

You can upload your Company's Logo by uploading a JPG or GIF image. We recommend dimensions of 265x265 pixels for the best display.

Vendor ID: 86Z79

Company Name *: ANALYZE PATHOLOGY Vendor Legal Name *: ANALYZE PATHOLOGY

DBA for Vendor:

Tax ID # *: *****5461 Country Code for Tax ID *: US - United States of America

Is Tax ID # an Employer Identification Number (EIN) or a Social Security Number (SSN)?

EIN SSN

Incorporation Details: State: FL Year of Incorporation: 6

Business Description: Anatomic Pathology Laboratory

Preferred Delivery Method: Email

Vendor Email: MDickinson@analyzerm.com

Vendor Fax: 561 431 2922

Emergency Supplier

Yes No

Emergency Phone *: 561 507 0522 Ext.:

Emergency Contact Name *: ASSESSIONING

Emergency Email *:

Emergency Info Comment:

User Last Updated: Meghan Dickinson
Date Last Updated: 03/25/2025 02:15:36 PM

TABLE OF CONTENTS

1. Qualifications and Experience
2. Delivery
3. Certifications/Licenses
4. Other Information
    a. Histochemistry and Immunohistochemistry list (requisition format)
    b. References
5. Exceptions
6. Attachments

Qualifications and Experience

Analyze Pathology, Inc. was incorporated over six years ago and is a CLIA-certified laboratory operating two facilities: a molecular and toxicology laboratory in Deerfield Beach, Florida, and a full-service anatomic pathology laboratory in Knoxville, Tennessee. Our anatomic pathology laboratory specializes in dermatopathology, women's health, and routine anatomic pathology, combining efficiency with accuracy and regulatory rigor.

The Knoxville facility is led by a board-certified dermatopathologist serving as Medical Director, with extensive experience in anatomic pathology and a strong track record in quality assurance and case turnaround efficiency.

The day-to-day operations are managed by a certified histotechnologist who also holds formal credentials in laboratory safety and immunohistochemistry and a managing partner who began his time in the industry as a histotechnologist over 20 years ago. With over 40 years of combined industry experience between our leadership team, we are deeply familiar with the regulatory, logistical, and clinical demands of a high-volume laboratory environment.

All technical personnel in the Knoxville facility have a minimum of 10 years of hands-on experience in anatomic pathology. The lab performs routine H&E staining, special stains, immunohistochemistry, and whole slide imaging in-house. Our staff is trained and competency-assessed in accordance with CLIA and Tennessee state requirements.

Our staff has experience managing public health and forensic laboratory contracts and is accustomed to fixed turnaround commitments, secure data handling, courier scheduling, and transparent invoicing.

Subcontracted clinical services (e.g., blood cultures) will be referred to Labcorp, Quest, or AEL as needed, ensuring uninterrupted service for Knox County.

The following Analyze Pathology personnel will support this contract:

- Meghan Dickinson, Operations Manager – Responsible for overall laboratory operations and workflow oversight. Certifications: HT (ASCP), QIHC, QLS. Former Operations Manager of KDL Pathology, the most recent holder of this contract with the county.

- Jennifer Spista, HT – Performs embedding, microtomy, slide cutting, and both histochemical and immunohistochemical staining. Former employee of KDL Pathology.

- Heidi Rolfe, HT – Performs embedding, microtomy, slide cutting, and both histochemical and immunohistochemical staining. Former employee of KDL Pathology.

- Kasey Kinsler – Lead IHC Technician, performs embedding, microtomy, slide cutting, and both histochemical and immunohistochemical staining. Former employee of KDL Pathology.

- Adam Smith – Lab Assistant, responsible for gross dissection assistance, instrument maintenance, slide packaging, and coordination of courier services. Former employee of KDL Pathology.

Delivery

Analyze Pathology will provide weekday courier service from the Knox County Regional Forensic Center to our Knoxville laboratory, with pickups scheduled between 3:00 PM and 5:00 PM, Monday through Friday. All specimens are transported in temperature-controlled containers with chain-of-custody documentation.

Turnaround Time Commitments:
- Routine H&E Slides: 24 hours
- Special Stains & IHC: 24 hours
- Whole Slide Imaging: 24 hours
- Recuts: 24 hours

Turnaround time commitments exclude weekends and major holidays.

Results are delivered via secure electronic communication.

Subcontracted services, when needed, will be provided by Labcorp, Quest, or AEL.

Standard anatomic pathology (histopathology) requisition forms branded with Analyze Pathology company information will be utilized for all forensic laboratory contracts.

Analyze Pathology, Inc does not provide transcription services.

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF REGISTRATION

LABORATORY NAME AND ADDRESS

ANALYZE PATHOLOGY, INC
9303 PARKWEST BLVD, SUITE 200
KNOXVILLE, TN 37923

CLIA ID NUMBER

44D2317218

EFFECTIVE DATE

01/21/2025

LABORATORY DIRECTOR

DR. MADISON E. HANNAY

EXPIRATION DATE

01/20/2027

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.
This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Gregg Brandush, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.

PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.
FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA.

State of Tennessee
Health Facilities Commission
East Tennessee Regional Office
7175 Strawberry Plains Pike, Suite 103, Knoxville, TN 37914
www.tn.gov/hfc Phone: 865.333.9309 Fax: 865.594.5759

April 17, 2025

State Licensure No: Initial

Analyze Pathology, Inc.
Attn: Madison Hannay, D.O., Laboratory Director
9303 Parkwest Blvd, Suite 200
Knoxville, TN 37923

Dear Dr. Hannay,

On April 15, 2025, an on-site initial survey of your laboratory was completed for licensure under the Tennessee Medical Laboratory Act. I want to thank your staff for their help and cooperation during the survey.

I am pleased to report that no deficiencies were cited during the survey.

If you have any questions, please contact me at 865.333.9309 or Fowlen.Ivey@tn.gov.

Sincerely,

Fowlen Ivey, MTC II
Medical Technologist Consultant II
Health Facilities Commission

Enclosure: Statement of Deficiencies
cc:file

Promoting health & safety through Accreditation & education

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Analyze Pathology
Attn: Madison Hannay
9303 Parkwest Blvd Suite 200
Knoxville, TN 37923

04/07/25

COLA ID: 34173
CLIA ID: 44D2317218

Verification of Enrollment

Dear Madison Hannay:

This letter confirms that Analyze Pathology, directed by Madison Hannay is enrolled in the COLA Laboratory Accreditation program.

COLA is approved by the Centers for Medicare and Medicaid Services (CMS) as a private, non-profit accrediting organization under the Clinical Laboratory Improvement Amendments of 1988 (CLIA '88).

As a new laboratory, please remember that you must have a valid CLIA certificate and a qualified Laboratory Director before you can test patient samples. To apply for a CLIA certificate, complete a CMS 116 form and submit it to your CLIA State Agency. Mark "initial application" in Section I and mark "Certificate of Accreditation" and "COLA" in Section II of the form. Below are links to access the CMS-116 form and to a list of CLIA State Agencies.

How to Apply for a CLIA Certificate, Including International Laboratories | CMS

State Agency & CLIA Operations Branch Contacts | CMS

COLA will post all documents related to the accreditation of your laboratory to your Document Repository in COLAcentral.com. We request that the Laboratory Director and at least one other key laboratory staff member with a separate email account, enroll and actively use COLAcentral®. COLAcentral® has many tools available to support your laboratory, including educational materials and document templates.

State of Tennessee
Department of Health

14029062

Renewal No. 327903

License No. 5774

This Certifies that

MADISON ELIZABETH HANNAY

whose credentials have been approved by the:

BOARD OF OSTEOPATHIC EXAMINATION

has fulfilled all requirements for renewal and registration as required by the Tennessee Code Annotated and is a duly authorized:

OSTEOPATHIC PHYSICIAN

in the State of Tennessee through May 31, 2027

ANATOMIC PATHOLOGY
ANATOMIC PATHOLOGY AND LABORATORY MEDICINE
CYTOPATHOLOGY
DERMATOPATHOLOGY
FORENSIC PATHOLOGY

Commissioner, Dept. of Health

Assistant Commissioner, Health Licensure & Regulation

Lincoln Memorial University
DeBusk College of Osteopathic Medicine

Be it known that on recommendation of the faculty
and by virtue of the authority vested in them
the Trustees of Lincoln Memorial University have conferred upon

Madison Elizabeth Hannay

the degree of

Doctor of Osteopathic Medicine

with all the honors, rights, privileges, and obligations appertaining thereto.
Given at Harrogate, Tennessee in the United States of America,
on the thirteenth day of May, in the year of our Lord, two thousand seventeen.

DCOM Dean

President of the University

Chairman of the Board of Trustees

The American Board of Pathology

Herewith affirms that

Madison E. Hannay, D.O.

Has pursued an accepted course of graduate study and clinical work and has demonstrated proficiency to the satisfaction of the Board of Trustees.

Therefore, on this twenty-fourth day of September, 2022,

The American Board of Pathology

grants this certificate and declares the above physician to be a Diplomate and certified in

Dermatopathology

Participation in the Continuing Certification Program is required to maintain certification.

THE AMERICAN BOARD OF PATHOLOGY INCORPORATED IN THE STATE OF MICHIGAN 1936

Jeffrey D. Goldstein, President
Ritu Nayar, Vice President
Barbara Sampson, Secretary
M. Kline, Treasurer
Edward R. Perl, Immediate Past President
Lauryn Cooney, Chief Executive Officer

K C Bloor's
Constance M. Filling
S. A. Thomas
Nicholas Petty
Eric A. Ruby
Karen Kaul
S. A. Sanders
Mary Van

S-22-159

The American Board of Pathology

Herewith affirms that

Madison E. Hannay, D.O.

Has pursued an accepted course of graduate study and clinical work and has demonstrated proficiency to the satisfaction of the Board of Trustees.

Therefore, on this twenty-fifth day of May, 2021,

The American Board of Pathology

grants this certificate and declares the above physician to be a Diplomate and certified in

Pathology - Anatomic
Pathology - Clinical

THE AMERICAN BOARD OF PATHOLOGY INCORPORATED IN THE STATE OF MICHIGAN 1936

Participation in the Continuing Certification Program is required to maintain certification.

Edward R. Perl, President | Jeffrey D. Gardner, Vice President and Treasurer | Ritu Nayar, Secretary | Steven H. Gregorio, Immediate Past | Rebecca L. Johnson, Chief Executive Officer

Kathleen A. Brown | Constance M. Filling | Steven H. Gregorio | Nicholas K. Hayward | Mark D. Hicks

Eric A. Klein | Karen Kurek | Barbara Sampson | Mary Ann Thompson

21-265

Analyze Pathology

9303 Park West Blvd, Suite 200
Knoxville, TN 37923
P: 865-217-6433 | F: 865-995-5099
aptnsupport@analyzehealthcare.com

Immunohistochemistry and Special Stain Requisition

Client /Ordering Physician Information

Practice Name	Address	Telephone	Fax
Ordering Provider	NPI	Contact No.	Fax

Patient Information

Last Name	First Name, Middle Initial	DOB	Sex: ☐ Male ☐ Female ☐ Other
Address	City, State, Zip	Tel	Chart/MRN #

Billing Information

Please attach patient demographics and copy of insurance card (when applicable)

☐ Bill Doctor/Practice
☐ Bill Insurance/Patient

Reasoning / Medical Necessity for Stain(s)- ***Required for ALL Medicare cases***

Insurance Name	Policy Number	Group Number

Specimen Information

Collection Date	Specimen Site	Case Number:_____ Parts: _____	Slide # _____ Block # _____ ☐ Choose best slides ☐ Perform tests on all slides

Clinical History & Physical Findings (Please specify race for suspected malignancy). ***ICD-10 code required***

IHC Menu

☐ Global ☐ Technical (check one)

- ☐ AE1/AE3
- ☐ Adipophilin
- ☐ AR (Androgen Receptor)
- ☐ BAP-1
- ☐ BCL-1 (Cyclin D-1)
- ☐ BCL-2
- ☐ BCL-6
- ☐ BerEP4
- ☐ Calretinin
- ☐ CAM 5.2
- ☐ CD1a
- ☐ CD3
- ☐ CD4
- ☐ CD5
- ☐ CD7
- ☐ CD8
- ☐ CD10
- ☐ CD15
- ☐ CD18
- ☐ CD31
- ☐ CD20
- ☐ CD21
- ☐ CD23
- ☐ CD30
- ☐ CD34
- ☐ CD45 (LCA)
- ☐ CD56
- ☐ CD61
- ☐ CD68
- ☐ CD117 (CKIT)
- ☐ CD138
- ☐ CD163
- ☐ CDX2
- ☐ CEA
- ☐ Chromogranin A
- ☐ CK 20
- ☐ CK 5/6
- ☐ CK HMW
- ☐ CK 7
- ☐ CMV (Cytomegalovirus)
- ☐ c-Myc
- ☐ D240 (Podoplanin)
- ☐ Desmin
- ☐ E.Cadherin
- ☐ EMA
- ☐ ER (Estrogen Receptor)
- ☐ Factor VIII
- ☐ Factor XIIIa
- ☐ Gata-3
- ☐ GCDFP-15
- ☐ H. Pylori
- ☐ HHV-8
- ☐ HMB45
- ☐ HPV
- ☐ HSV-1
- ☐ HSV-2
- ☐ Kappa (IHC)
- ☐ Ki-67
- ☐ Ki67/MelanA Dual Stain
- ☐ Lambda (IHC)
- ☐ Langerin
- ☐ Mart-1, (Melan A)
- ☐ MLH-1
- ☐ MOC-31
- ☐ MPO- (myeloperoxidase)
- ☐ MSA (muscle-specific actin)
- ☐ MSH-2
- ☐ MSH-6
- ☐ MUM1
- ☐ Myosin
- ☐ Napsin A
- ☐ NKIC3 – (Melanoma Assoc. Ag)
- ☐ NSE
- ☐ P16
- ☐ P40
- ☐ P53
- ☐ P63
- ☐ P504s
- ☐ PAX5
- ☐ PAX8
- ☐ PMS2
- ☐ PR (Progesterone Receptor)
- ☐ Prame
- ☐ Prostate Cktl (CK5/CK14/P63)
- ☐ PSA
- ☐ S-100
- ☐ SMA (Alpha Smooth Muscle Actin)
- ☐ SOX-10
- ☐ Synaptophysin
- ☐ TdT
- ☐ Treponema Pallidum (Syphillis Spirochete)
- ☐ TTF-1
- ☐ Tyrosinase
- ☐ VE1 (BRAF) V600E
- ☐ Vimentin
- ☐ VZV (Varicella Zoster)

Histochemical Special Stains

☐ Global ☐ Technical (check one)

- ☐ Acid-fast Bacillus, Kinyoun's
- ☐ Alcian blue / PAS
- ☐ Alcian Blue
- ☐ Amyloid, Congo Red
- ☐ Colloidal Iron
- ☐ Copper
- ☐ Diff-Quick Giemsa
- ☐ Elastic
- ☐ Fite
- ☐ Melanin- Fontana-Masson
- ☐ GMS-fungus
- ☐ Giemsa
- ☐ Gram
- ☐ Iron
- ☐ Melanin bleach
- ☐ Mucicarmine, Mucin
- ☐ PAP (Papanicolaou)
- ☐ PAS (Periodic Acid Schiff's)
- ☐ PAS w/ diastase
- ☐ PAS-fungus
- ☐ Reticulin/Nuclear Fast Red
- ☐ Wright-Giemsa
- ☐ Trichrome
- ☐ Von Kossa

Other

☐ H&E

References

Below are three references representing organizations to which Analyze Pathology, Inc. currently provides service.

Provider	Clinic	Email	Phone	Services
Dr. Hill	Associates in Women's Health	Courtney.AIWH@gmail.com	330.746.7007	Anatomic and Molecular Pathology
Dr. El Hayek	Advanced Women's Care	MyckaylaAlexis923@gmail.com	330.965.0909	Anatomic and Molecular Pathology
Dr. Koulianos	Anthony P Koulianos, MD	Sherrie.billing@zoominternet.net	330.953.3204	Anatomic and Molecular Pathology

Exceptions

Analyze Pathology, Inc. submits this proposal in accordance with the specifications and terms set forth in RFP #3652. We do not take exception to any material terms of the RFP.

Exceptions: None.

Should clarification or modification be required during contract negotiation, Analyze Pathology agrees to work collaboratively with Knox County to ensure full compliance with the awarded agreement.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSALS NUMBER 3652

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per-Accident)	$1,000,000
			BODY INJURY (Per–Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCC	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LO	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
NO		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
YES		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
YES	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. **Carrier rating shall be Best's Rating of A-VII or better or its equivalent.**

21. ***Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.***

22. **The County shall be named as an additional insured on all policies except Workers' Compensation and Auto. Endorsement Page(s) shall be submitted with each COI for the duration of the Contract term.**

23. **Certificate of Insurance shall show the RFP number and title.**

24. **Other insurance required _____.**

Insurance Agent's Statement and certification: **I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage.**

Agency Name: World Insurance Associates **Authorizing Signature:** Jon Hardacre

Proposer's Statement and Certification: **If awarded the Contract, I will comply with the Contract insurance requirements.**

Proposer's Name: Meghan Dickinson **Authorizing Signature:** Meghan Dickinson

ATTACHMENT C
AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL
REQUEST FOR PROPOSALS 3652

Comes Meghan Dickinson, for and on behalf of
(Printed name of Principal Officer of Company)

Analyze Pathology, Inc, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Signature

Title: Operations Manager

Sworn to and subscribed before me, a Notary Public, this 5 day of May, 2025

Notary Public
My Commission Expires:
09/28/2027

TIMOTHY SCOTT NORTON
STATE OF TENNESSEE NOTARY PUBLIC
BLOUNT COUNTY

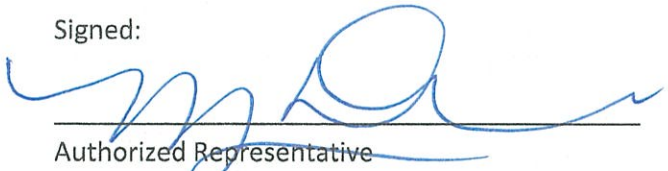
Acknowledgment of Addenda

Analyze Pathology, Inc. hereby acknowledges receipt and review of the following addenda issued by the Knox County Procurement Division:

- Addendum I, dated April 16, 2025
- Addendum II, dated April 22, 2025

These addenda have been fully reviewed and incorporated into our submitted proposal.

Signed:



Authorized Representative
Analyze Pathology, Inc.
Date: 04/26/25

Proposal Signature Page

Submitted by Proposer (No official form provided by RFP #3652)

RFP Title: Pathology Laboratory Services

RFP Number: 3652

Proposer: Analyze Pathology, Inc.

Address: 9303 Parkwest Blvd, Suite 200, Knoxville, TN 37923

Phone: 413-374-0276

Email: MDickinson@analyzercm.com

Federal Tax ID (EIN): 84-3645461

Knox County Vendor ID: 86279

I hereby submit this proposal in full accordance with the requirements of RFP #3652 and all associated addenda issued by Knox County Procurement. I acknowledge that this signature page has been created and signed voluntarily due to the absence of a formal page in the published RFP materials.

I certify that the contents of this proposal are true and accurate, and that I am authorized to bind the proposer listed above.

Signature: _____

Printed Name: Meghan Dickinson

Title: Operations Manager

Date: 04/24/25

RLA-17400 **R-25-6-101**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Anna Roeder, PARKS AND RECREATION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing July as Parks and Recreation month in Knox County.
(County Mayor)

Attachments

Resolution

Parks and Rec Month

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, RECOGNIZING JULY AS PARKS AND RECREATION MONTH IN KNOX COUNTY.

RESOLUTION: **R-25-6-101**

REQUESTED BY: **COUNTY MAYOR**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, parks and recreation is an integral part of communities throughout this country, including Knox County; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, splash pads and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Knox County recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby recognizes July as Parks and Recreation Month in Knox County and encourages all Knox County citizens to acknowledge that parks and recreation enrich the lives of residents and contribute to the physical, economic and environmental well-being of our community.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

(Print on official certificate or letterhead.)

Designation of July as Park and Recreation Month

WHEREAS parks and recreation is an integral part of communities throughout this country, including Knox County; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, splash pads and many other activities designed to promote active lifestyles; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Knox County recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY COMMISIONS OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby recognizes July as Park and Recreation Month in Knox County and encourages all citizens to acknowledge that parks and recreation enrich the lives of residents and contribute to the physical, economic, and environmental well-being of our community.

BE IT FURTHER RESOLVED that this Resolution is to take effect from and after its passage as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

Presiding Officer of the Commission Date

County Clerk Date

Approved: Date

Vetoed: Date

RLA-17427 **51.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation from Orion. *(To be presented at the Optional Agenda Review Meeting on Monday, June 16, 2025, at 3:00 p.m.)*
(County Mayor)

Attachments

No file(s) attached.

RLA-17288 **52.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation: Animal Control (City/County) Services - Executive Director Janet Testerman. **(DEFERRED FROM MAY AT REQUEST OF SPONSOR)**

(Commissioner Jay)

Attachments

No file(s) attached.

RLA-17286 **53.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Sandi Prichard, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of the Acceptance of New County Roads:
A) Avian Forest Lane located in Avian Forest Units 1 & 2, District 7.
B) Janet Mae Drive located in Avian Forest Unit 1, District 7.
C) Joy Denise Lane located in Avian Forest Units 1 & 2, District 7.
(Engineering and Public Works)

Attachments

Avian Forest

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Avian Forest Subdivision Units 1 & 2
Developer: Iron Forge, LLC
Commission District 7
Inspector: Duane Nielsen
Date: April 28, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Avian Forest Lane	1759 LF	$63,829.42
Janet Mae Drive	253 LF	$9,180.70
Joy Denise Lane	1160 LF	$42,093.31
	0.60 Miles	Total $115,103.43

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 201907230005227 & 202105180094668, and any ROW that may have been dedicated along East Raccoon Valley Drive.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Avian Forest Subdivision Units 1 & 2
Inspector: Frankie Ramos
Date Surfaced: March 29, 2021

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Children at play signs
  - No Outlet signs if applicable
  - Street is free of standing water
- ✓ Sidewalks are located within the ROW

  Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

_____

- EPW file # 118-026

Recommended for road acceptance: Yes

_____ 4/29/2025

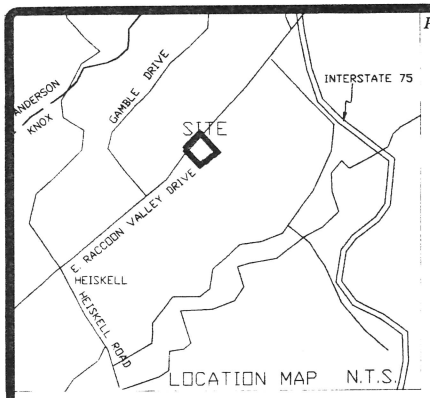
Land Development Construction Inspector — Date

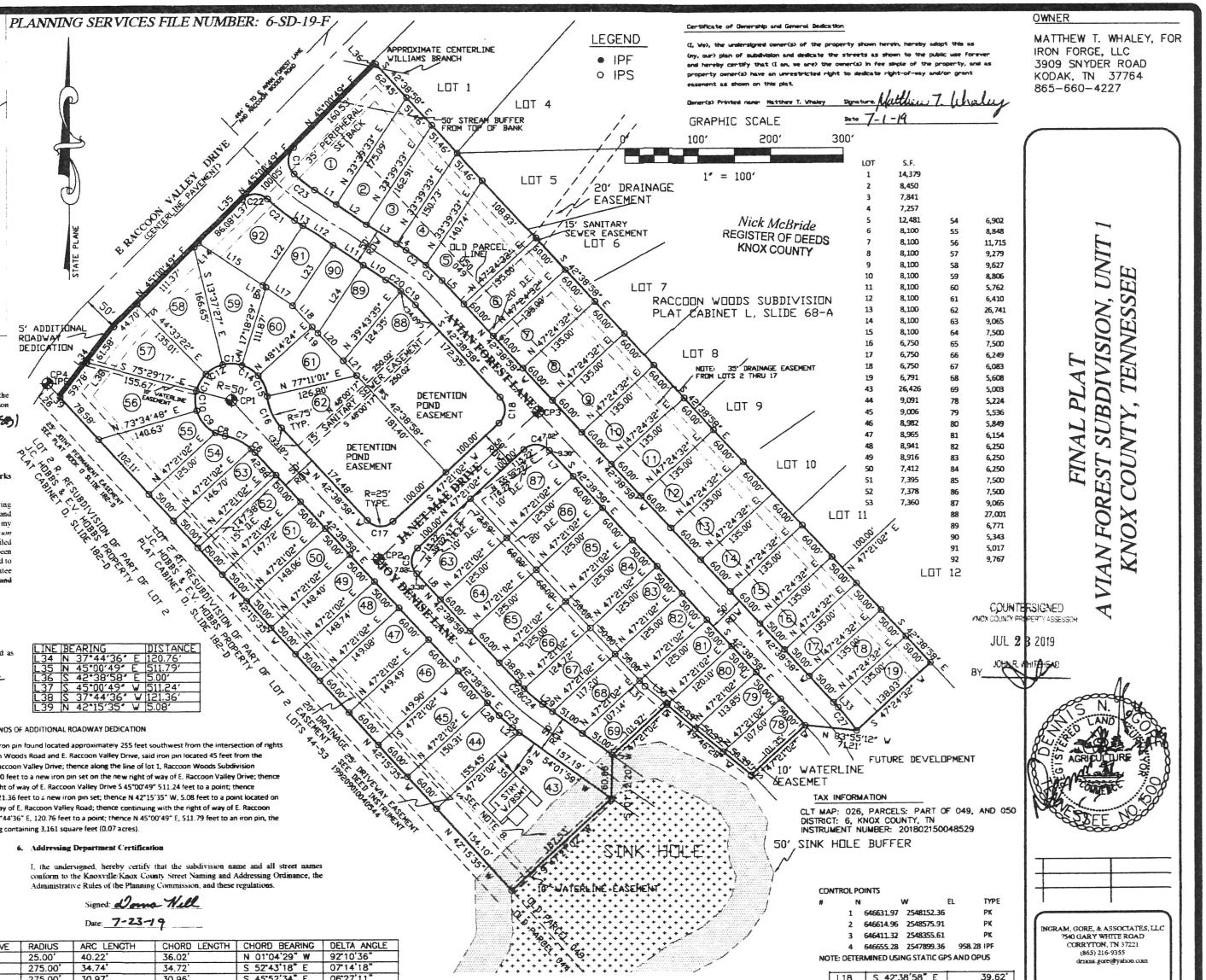
_____ 4/29/2025

Construction Services Supervisor — Date

PLANNING SERVICES FILE NUMBER: 6-SD-19-F

FINAL PLAT
AVIAN FOREST SUBDIVISION, UNIT 1
KNOX COUNTY, TENNESSEE





LEGEND
- ● IPF
- ○ IPS

GRAPHIC SCALE
100' 200' 300'
1" = 100'

OWNER
MATTHEW T. WHALEY, FOR
IRON FORGE, LLC
3909 SNYDER ROAD
KODAK, TN 37764
865-660-4227

Certificate of Ownership and General Dedication

I, (We), the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I (am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat.

Owner(s) Printed name: Matthew T. Whaley Signature: Matthew T. Whaley Date: 7-1-19

LOT	S.F.		
1	14,379		
2	8,450		
3	7,841		
4	7,257		
5	12,481	54	6,902
6	8,100	55	8,848
7	8,100	56	11,715
8	8,100	57	9,279
9	8,100	58	9,627
10	8,100	59	8,806
11	8,100	60	5,762
12	8,100	61	6,410
13	8,100	62	26,741
14	8,100	63	9,065
15	8,100	64	7,500
16	6,750	65	7,500
17	6,750	66	6,249
18	6,750	67	6,083
19	6,791	68	5,608
43	26,426	69	5,003
44	9,091	78	5,224
45	9,006	79	5,536
46	8,982	80	5,849
47	8,965	81	6,154
48	8,941	82	6,250
49	8,916	83	6,250
50	7,412	84	6,250
51	7,395	85	7,500
52	7,378	86	7,500
53	7,360	87	9,065
		88	27,001
		89	6,771
		90	5,343
		91	5,017
		92	9,767

Nick McBride
REGISTER OF DEEDS
KNOX COUNTY

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
JUL 23 2019
JOHN R. WHITEHEAD
BY

a. In the City of Knoxville and Sewered Areas of Knox County.

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities, and that such installation shall be in accordance with state and local regulations.

Knox County Health Department Ronnie Neal (SD)
Date: 7/23/19

Certification of Final Plat – All Indicated Markers, Monuments and Benchmarks to be Set When Construction is Completed.

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the *Knoxville-Knox County Subdivision Regulations* except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission or for variances for which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor Donna N. Ingram
Tennessee License No. 1500
Date: 22 MAY 2019

Zoning

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows.

Zoning Shown on Official Map PR 2.3 du/ac
Date: 7/23/19
By:

Certification of Approval for Recording – Final Plat
This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County, and with existing official plans, with the exception of any variances and stipulations noted on this plat, and the minutes of the Knoxville-Knox County Planning Commission, on this the 13 day of June 2019, and that the record plat is now duly approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, annotated, the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.

Signed: [signature] 7/23/19

LINE	BEARING	DISTANCE
L34	N 37°44'36" E	120.76'
L35	N 45°00'49" E	511.79'
L36	S 42°38'58" E	5.00'
L37	S 45°00'49" W	511.24'
L38	S 37°44'36" W	121.36'
L39	N 42°15'35" W	5.08'

METES AND BOUNDS OF ADDITIONAL ROADWAY DEDICATION

Beginning on an iron pin found located approximatey 255 feet southwest from the intersection of rights of way of Raccoon Woods Road and E. Raccoon Valley Drive, said iron pin located 45 feet from the centerline of E. Raccoon Valley Drive; thence along the line of lot 1, Raccoon Woods Subdivision S 42°38'58" E, 5.00 feet to a new iron pin set on the new right of way of E. Raccoon Valley Drive; thence along the new right of way of E. Raccoon Valley Drive S 45°00'49" 511.24 feet to a point; thence S 37°44'36" W, 121.36 feet to a new iron pin set; thence N 42°15'35" W, 5.08 feet to a point located on the old right of way of E. Raccoon Valley Road; thence continuing with the right of way of E. Raccoon Valley Road, N 37°44'36" E, 120.76 feet to a point; thence N 45°00'49" E, 511.79 feet to an iron pin, the point of beginning containing 3.161 square feet (0.07 acres).

6. Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville-Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed: Donna Hill
Date: 7-23-19

Taxes and Assessments. Certification that taxes and assessments have been paid shall be as follows:

This is to certify that all property taxes and assessments due on this property have been paid.

Knox County Trustee: Signed: EJ Shockley Date: 7/23/19

TAX INFORMATION
CLT MAP: 026, PARCELS: PART OF 049, AND 050
DISTRICT: 6, KNOX COUNTY, TN
INSTRUMENT NUMBER: 201802150048529

CONTROL POINTS #	N	W	EL	TYPE
1	646631.97	2548152.36		PK
2	646614.96	2548575.91		PK
3	646411.32	2548355.61		PK
4	646655.28	2547899.36	958.28	IPF

NOTE: DETERMINED USING STATIC GPS AND OPUS

NOTES

1-IRON PINS, #4 REBAR, MARKED WITH A PLASTIC CAP "GORE, RLS 1500" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
2-THERE SHALL BE A TEN (10) FEET IN WIDTH DRAINAGE EASEMENT INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS-OF-WAYS, AND FIVE (5) FEET IN WIDTH DRAINAGE EASEMENT SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES.
3-STATE PLANE AS PER THIS SURVEYOR.
4-THIS SUBDIVISION CONTAINS 14.63 ACRES DIVIDED INTO 61 LOTS.
5-THIS SURVEY IS A PROFESSIONAL OPINION AND DOES NOT CONVEY OR WARRANT TITLE. THIS PROPERTY SUBJECT TO ADDITIONAL EASEMENTS AND RIGHTS OF WAY THAT MIGHT BE FOUND WITH A TITLE SEARCH. A TITLE SEARCH WAS NOT MADE AVAILABLE TO THIS SURVEYOR.
6-THERE IS A 50 FOOT BUFFER LOCATED FROM THE TOP OF BANK OF WILLIAMS CREEK.
7-THERE IS A 10 FOOT SEWER EASEMENT LOCATED 5 FOOT ON EITHER SIDE OF THE SANITARY SEWER AS INSTALLED.
8-SEE GEOTECHNICAL REPORT FILED WITH THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION AND THE KNOX COUNTY HIGHWAY DEPARTMENT CONCERNING SINK HOLE AND SINK HOLE SETBACKS. THIS REPORT PREPARED BY GEOS DATED 1 AUGUST 2018 FOR LOTS 37 THRU 42 AND LOTS 70 THRU 75.
9-ALL RIGHT-OF-WAYS ARE 50 FEET AND ARE PUBLIC RIGHT OF WAYS.
10-PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORMWATER FACILITIES. THE COVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT # 201906070072713
11-ALL LOTS WILL ONLY HAVE ACCESS VIA THE INTERNAL STREET SYSTEM ONLY.
12-FOR APPROVED SUBDIVISIONS VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN COMMISSION'S FILES 9-SA-17-C AND 9-D-17-UR.
13-UTILITIES ELECTRIC KNOXVILLE UTILITY BOARD
SEWER HALLSDALE POWELL UTILITY DISTRICT
WATER HALLSDALE POWELL UTILITY DISTRICT
TELEPHONE FRONTIER
14-BUILDING SETBACKS FRONT 20'
SIDE 5'
REAR 15'
PERIPHERAL 35'

Knox County Pages: 1 of 1
REC'D FOR REC 07/23/2019 9:27:12PM
RECORD FEE: $17.00
N. TAX: $0.00 T. TAX: $0.00
201907230005227

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	40.22'	36.02'	N 01°04'29" W	92°10'36"
C2	275.00'	34.74'	34.72'	S 52°43'18" E	07°14'18"
C3	275.00'	30.97'	30.96'	S 45°52'34" E	06°27'11"
C4	25.00'	39.27'	35.36'	S 87°38'58" E	90°00'00"
C5	25.00'	39.27'	35.36'	N 02°21'02" E	90°00'00"
C6	75.00'	7.15'	7.15'	S 45°22'53" E	05°27'49"
C7	75.00'	41.11'	40.60'	S 63°48'59" E	31°24'22"
C8	50.00'	13.91'	13.87'	N 71°32'53" W	15°56'34"
C9	50.00'	41.15'	40.00'	N 39°59'54" W	47°09'23"
C10	50.00'	26.99'	26.67'	N 00°57'15" W	30°55'55"
C11	50.00'	26.99'	26.67'	N 29°58'40" E	30°55'55"
C12	50.00'	26.99'	26.67'	N 60°54'36" E	30°55'55"
C13	50.00'	26.99'	26.67'	S 88°09'29" E	30°55'55"
C14	50.00'	26.99'	26.67'	S 57°13'34" E	30°55'55"
C15	50.00'	31.40'	30.89'	S 23°46'11" E	35°58'50"
C16	75.00'	48.26'	47.43'	N 24°12'52" W	36°52'12"
C17	25.00'	39.27'	35.36'	N 87°38'58" W	90°00'00"
C18	25.00'	39.27'	35.36'	S 02°21'02" W	90°00'00"
C19	225.00'	28.06'	28.04'	S 46°13'21" E	07°08'46"
C20	225.00'	25.70'	25.69'	S 53°04'06" E	06°32'42"
C21	275.00'	47.53'	47.47'	N 51°23'21" W	09°54'12"
C22	25.00'	38.64'	34.90'	N 89°17'17" E	88°32'57"
C23	225.00'	36.04'	36.00'	N 51°45'07" W	09°10'40"
C24	225.00'	33.55'	33.52'	N 49°45'42" W	08°32'33"
C25	125.00'	24.83'	24.79'	N 48°20'28" W	11°23'00"
C26	225.00'	11.16'	11.15'	N 44°04'12" W	02°50'27"
C27	275.00'	40.83'	40.80'	N 38°23'45" W	08°30'27"

LINE	BEARING	DISTANCE
L1	S 56°20'27" E	35.87'
L2	S 56°20'27" E	50.00'
L3	S 56°20'27" E	50.00'
L4	S 56°20'27" E	15.35'
L5	S 42°38'58" E	44.47'
L6	S 72°33'00" W	55.26'
L7	N 42°38'58" W	48.59'
L8	S 42°38'58" E	48.59'
L9	S 78°29'35" W	58.42'
L10	N 56°20'27" W	37.50'
L11	N 56°20'27" W	50.00'
L12	N 56°20'27" W	50.00'
L13	S 56°20'27" E	13.72'
L14	N 45°00'49" E	8.52'
L15	S 56°20'27" E	106.78'
L16	S 56°20'27" E	5.16'
L17	S 55°22'11" E	44.85'

L18	S 42°38'58" E	39.62'
L19	S 42°38'58" E	11.84'
L20	S 42°38'58" E	51.46'
L21	S 42°38'58" E	27.45'
L22	N 33°39'33" E	100.00'
L23	N 33°39'33" E	100.76'
L24	N 33°39'33" E	112.94'
L25	S 42°38'58" E	5.00'
L26	S 42°15'35" E	25.73'
L27	N 54°01'59" W	11.54'
L28	N 42°38'58" W	24.01'
L29	S 54°01'59" E	17.08'
L30	N 49°46'28" W	39.50'
L31	N 42°38'58" W	10.81'
L32	N 45°00'49" E	8.52'
L33	N 42°38'58" W	9.31'

Guarantee of Completion of Streets and Related Improvements.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.

Signed: [signature] Date: 7/23/19
Dept: EPW Title: Engineer

Guarantee of Completion of Stormwater Facilities.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the ____ day of ____, 20__.

Signed: [signature] Date: 7/23/19
Dept: EPW Title: Engineer

Certification of Category and Accuracy of Survey.

I hereby certify that this is a Category I survey and the ratio of precision of the unadjusted survey is not less than 1: 10,000 as shown hereon and that said survey was prepared in compliance with the current edition of the *Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.*

Registered Land Surveyor Donna N. Ingram
Tennessee License No. 1500
Date: 22 MAY 2019

DENNIS N. ACCOUNT
REGISTERED LAND SURVEYOR
AGRICULTURE
TENNESSEE
No. 1500

INGRAM, GORE, & ASSOCIATES, LLC
7540 GARY WHITE ROAD
CORRYTON, TN 37721
(865) 216-9355
deanna.gore@yahoo.com

Project
Sheet
Date: 22 MAY 2019
Scale

FINAL PLAT OF AVIAN FOREST SUBDIVISION, UNIT 2 KNOX COUNTY, TENNESSEE

AVIAN FOREST UNIT 2 LOT SIZES

LOT	S.F	ACRES
20	8,914	0.20
20	11,525	0.26
22	9,526	0.22
23	8,784	0.20
24	8,678	0.20
25	9,190	0.21
26	8,636	0.20
27	7,167	0.16
28	6,392	0.15
29	6,786	0.16
30	6,250	0.14
31	6,596	0.15
32	5,836	0.13
33	5,560	0.13
34	9,825	0.23
35	11,517	0.26
36	10,779	0.25
37	7,773	0.18
38	4,499	0.10
39	4,755	0.11
40	4,329	0.10
41	4,852	0.11
42		15.91
70	5,003	0.11
71	4,815	0.11
72	4,807	0.11
73	4,993	0.11
74	5,000	0.11
75	5,000	0.11
76	7,061	0.16
77	4,969	0.11
93	9,481	0.22
TOTAL		20.94

Planning Staff Certification of Approval for Recording — Final Plat
This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated, the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.
Signed: Kristopher A. Baker ED
Date: 5/17/2021

a. Public Water System

1. Certification of Approval of Public Water System – Major Subdivisions

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

Hallsdale Powell Utility District
Utility Provider
Cody Humphrey 5-17-21
Authorized Signature for Utility Date

a. In the City of Knoxville and Sewered Areas of Knox County.

1. Certification of Approval of Public Sanitary Sewer System – Major Subdivisions

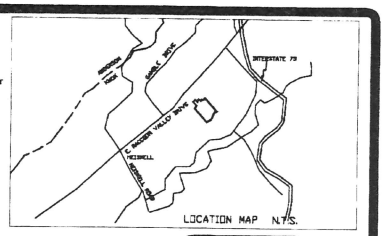
This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.

Hallsdale Powell Utility District
Utility Provider
Cody Humphrey 5-17-21
Authorized Signature for Utility Date

Taxes and Assessments. Certification that taxes and assessments have been paid shall be as follows:

This is to certify that all property taxes and assessments due on this property have been paid.

Knox County Trustee: Signed _____ Date _____



RACCOON WOODS SUBDIVISION
PLAT CABINET L, SLIDE 68-A

AVIAN FOREST S/D UNIT 1
INSTRUMENT NUMBER 201907230005227

PLANNING SERVICES FILE NUMBER: 3-U-21

CONTROL POINTS
CP #1 645676.80 2548821.54 RP
CP #2 645834.05 2548955.34 PI
NOTE: DETERMINED USING STATIC GPS AND OPUS.

LOT 14
RACCOON WOODS SUBDIVISION
PLAT CABINET L, SLIDE 68-A

STATE PLANE

NOTES

1-IRON PINS, #4 REBAR, MARKED WITH A PLASTIC CAP "IGA, RLS 1500" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
2- THE REQUIRED UTILITY AND DRAINAGE EASEMENT SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS-OF-WAYS (INCLUDING JOINT PERMANENT EASEMENTS). EASEMENTS OF FIVE (5) FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES. THESE EASEMENTS ARE NOT REQUIRED ALONG SPECIFIC LOT LINES FOR PROPERTY THAT IS ZONED TO ALLOW LESS THAN A FIVE (5) FOOT BUILDING SETBACK AND SHALL BE CLEARLY NOTED ON THE FINAL PLAT
3-STATE PLANE AS PER THIS SURVEYOR.
4-THIS SUBDIVISION CONTAINS 22.18 ACRES DIVIDED INTO 32 LOTS.
5-THIS SURVEY IS A PROFESSIONAL OPINION AND DOES NOT CONVEY OR WARRANT TITLE. THIS PROPERTY SUBJECT TO ADDITIONAL EASEMENTS AND RIGHTS OF WAY THAT MIGHT BE FOUND WITH A TITLE SEARCH. A TITLE SEARCH WAS NOT MADE AVAILABLE TO THIS SURVEYOR.
6-THERE IS A 10 FOOT SEWER EASEMENT LOCATED 5 FOOT ON EITHER SIDE OF THE SANITARY SEWER AS INSTALLED.
7-SEE GEOTECHNICAL REPORT FILED WITH THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION AND THE KNOX COUNTY HIGHWAY DEPARTMENT PREPARED BY GEOS DATED 23 FEBRUARY 2019 CONCERNING LOTS 77 & 93
8-SEE GEOTECHNICAL REPORT FILED WITH THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION AND THE KNOX COUNTY HIGHWAY DEPARTMENT CONCERNING SINK HOLE AND SINK HOLE SETBACKS. THIS REPORT PREPARED BY GEOS DATED 1 AUGUST 2018 FOR LOTS 37 THRU 42 AND LOTS 70 THRU 75.
9-ALL RIGHT OF WAYS ARE 50 FEET AND ARE PUBLIC RIGHT OF WAYS.
10-PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORMWATER FACILITIES THE COVENANT FOR MAINTENANCE AGREEMENT AND OPERATIONS AND MAINTENANCE PLAN IS RECORDED AS INSTRUMENT # 201906070077213 FOR UNIT 1, AND #202105060091605 FOR UNIT 2.
11-FOR APPROVED SUBDIVISIONS VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN COMMISSION'S FILES 9-SA-17-C AND 9-D-17-UR.
12-UTILITIES: ELECTRIC KNOXVILLE UTILITY BOARD
SEWER HALLSDALE POWELL UTILITY DISTRICT
WATER HALLSDALE POWELL UTILITY DISTRICT
TELEPHONE COMCAST
13-BUILDING SETBACKS: FRONT 20'
SIDE 5'
REAR 15'
PERIPHERAL 35'
14-EASEMENT RELEASE STAMP FOR OLD LOT AND EASEMENT OF PREVIOUSLY RECORDED PLAT.
15-LOT 42 TO BE DEEDED TO HOME OWNERS' ASSOCIATION, RECORDED IN INSTRUMENT 201908140011357, 201908140011360, & 202104120083537

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
MAY 18 2021
BY JOHN WHITEHEAD

Guarantee of Completion of Stormwater Facilities.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the 17th day of May, 2021
Signed:
Date: 5/17/21
Dept: EPW
Title: DE

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the *Knoxville-Knox County Subdivision Regulations* except as has been itemized, described and justified in a report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, benchmarks and property monuments upon completion of the development.
Registered Land Surveyor
Tennessee License No. 1500
Date: 5-17-2021

a. Certification by the Knox County Department of Engineering and Public Works.
Knox County Department of Engineering and Public Works
The Knox County Department of Engineering and Public Works hereby approves this plat on this the 17th day of May, 2021
Engineering Director for Jim Snowden

6. Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed:
Date: 5/17/2021

Zoning.

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:

Zoning Shown on Official Map PR
Date: 5/17/2021
By Emily Dills

Certificate of Ownership and General Dedication

I, We), the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I(am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat.

Owner(s) Printed name: Matthew T. Whaley for Iron Forge, LLC Signature: Matthew T. Whaley
Date 5/17/2021

County Release of Easements
Except as noted or shown on this plat, the following parties hereby consent to the release of all rights that may have accrued for their use and benefit in the utility and drainage easements along the original lot lines eliminated by this plat.
The following parties do not release any rights that may have accrued for their use and benefit where there are existing facilities within the previously established easement, whether or not shown on this plat. Any relocation of existing facilities will be made at the property owner's expense. If the facilities are relocated, the easement rights will be released.

Knox County Department of Engineering and Public Works	Signed:	Date: 5/17/21
Water (Hallsdale-Powell Utility District)	Signed: Cody Humphrey	Date: 5-17-21
Sewer (Hallsdale-Powell Utility District)	Signed: Cody Humphrey	Date: 5-17-21
Electric (Knoxville Utility Board)	Signed:	Date: 5/13/2021
Telephone (Comcast Telephone)	Signed: Jeremy Jordan	Date: 5/14/2021
Cable Television (Comcast)	Signed: Jeremy Jordan	Date: 5/14/2021
Gas (Hallsdale-Powell Utility District)	Signed:	Date: 5/13/2021

Owner Certification on Release of Easement
(I, We), the undersigned owner(s) of the property shown herein understand that easement rights for any existing facilities are not being released and it is our responsibility to verify with the above parties if there are any existing facilities along the lot lines being eliminated by this plat before digging or constructing any building or structure.
Owner(s) Printed Name: MATTHEW T. WHALEY FOR IRON FORGE, LLC
Signature(s): Matthew T. Whaley
Date: 5/17/2021

LOT 383, RESUB OF LOT 3
JC HOMES & DW HOMES PROPERTY
INSTRUMENT NUMBER 200308050018009

LOT 6, MORRELL ESTATES, UNIT II
PLAT CABINET P, SLIDE 256-B & 256-C

HICKS FAMILY LIVING TRUST
INSTRUMENT NUMBER 201402200048944

MARY ANN KECK
INSTRUMENT NUMBER 201603140052871

AREA FOR LOT 42
1.65 ACRES IN SINKHOLE & 50' BUFFER
0.13 ACRES IN 25 FOOT STRIP
14.13 ACRES REMAINDER
TOTAL = 15.91 ACRES

GRAPHIC SCALE
0 100 200 300
1" = 100'

LEGEND
● IPF
○ IPS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	275.00'	51.57'	51.49'	S 28°46'12" E	10°44'38"
C2	275.00'	41.09'	41.05'	S 19°07'04" E	8°33'38"
C3	275.00'	40.04'	40.00'	S 10°41'01" E	8°20'29"
C4	275.00'	40.04'	40.00'	S 02°19'32" E	8°20'29"
C5	275.00'	40.04'	40.00'	S 06°00'57" W	8°20'29"
C6	275.00'	40.04'	40.00'	S 14°21'26" W	8°20'29"
C7	275.00'	40.04'	40.00'	S 22°41'54" W	8°20'29"
C8	275.00'	40.04'	40.00'	S 31°02'23" W	8°20'29"
C9	275.00'	40.04'	40.00'	S 39°22'51" W	8°20'29"
C10	275.00'	118.23'	117.33'	S 45°27'04" W	24°38'56"
C11	75.00'	28.53'	28.36'	S 36°27'10" W	21°47'43"
C12	75.00'	41.02'	40.51'	S 09°53'16" W	31°20'05"
C13	50.00'	23.41'	23.20'	S 07°38'09" W	26°49'51"
C14	50.00'	47.28'	45.54'	S 48°36'33" W	54°10'56"
C15	50.00'	28.58'	28.19'	N 88°23'37" W	32°44'43"
C16	50.00'	28.58'	28.19'	N 55°38'54" W	32°44'43"
C17	50.00'	25.92'	25.63'	N 24°25'38" W	29°41'48"
C18	50.00'	34.07'	33.41'	N 09°56'22" E	39°02'12"
C19	50.00'	15.61'	15.55'	N 38°24'15" W	17°53'34"
C20	25.00'	39.27'	35.36'	N 02°21'02" E	90°00'00"
C21	225.00'	44.70'	44.63'	N 48°20'28" W	11°23'00"
C22	275.00'	17.50'	17.50'	S 52°12'36" E	3°38'45"
C23	275.00'	37.14'	37.11'	S 46°31'06" E	7°44'15"
C24	25.00'	45.59'	39.33'	N 85°56'42" E	104°28'39"
C25	225.00'	75.88'	75.52'	N 23°14'14" E	19°18'17"
C29	225.00'	37.33'	37.29'	S 37°53'48" E	9°30'21"
C30	225.00'	183.57'	178.52'	S 09°48'18" E	46°44'42"

LINE	BEARING	DISTANCE
L1	S 42°38'58" E	117.84'
L2	S 52°18'47" W	63.77'
L3	S 59°24'39" W	51.13'
L4	S 54°35'21" W	50.40'
L5	S 35°50'36" W	114.78'
L6	S 23°58'13" W	36.54'
L7	S 23°58'13" W	42.44'
L8	S 53°48'24" W	29.47'
L9	S 42°30'36" W	74.68'
L10	S 42°30'36" W	20.50'
L11	S 47°21'02" W	15.56'
L12	S 62°56'27" E	25.08'

NGRAM, GORE, & ASSOCIATES, LLC
7540 GARY WHITE ROAD
CORRYTON, TN 37721
(865) 216-9355
dennis.gore@yahoo.com

OWNER
MATTHEW T. WHALEY, FOR IRON FORGE, LLC
3909 SNYDER ROAD
KODAK, TN 37764
865-654-0623

Project
Sheet
Date 8 MARCH 2021
Scale

TAX INFORMATION
CLT MAP: 026, PARCELS: 049 & P/O 044
DISTRICT: 6, KNOX COUNTY, TN
INSTRUMENT NUMBER: 201802150048529

Nick McBride
Register of Deeds
Knox County

Knox County, TN
RECD FOR REC 5/18/2021 8:27 AM
RECORDING FEE: $5.00
MUNICIPAL FEE: $0.00
M. TAX: $0.00
TRANSFER TAX: $0.00
202105180094668

RLA-17397 **54.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of the closure of an unnamed Right-of-Way that was the original alignment of Hoyle Beals Drive, situated between Middlebrook Pike and the relocated Hoyle Beals Drive, Commission District 6.
(Engineering and Public Works)

Attachments

ROW_Closure_Original_Hoyle_Beals

Notice of Request to Close Road/Right-of-Way

Date:	Friday, May 30, 2025
Name of Road:	Unnamed ROW (original alignment of Hoyle Beals Drive)
Location of Road:	Between Middlebrook Pike and relocated Hoyle Beals Drive, Commission District 6
Length of Road:	Approximately 460 feet
Reason for Request:	To consolidate property since Ocho Company G.P. owns both sides of the right-of-way
Closure Representative:	David Harbin, P.E. on behalf of Patrick Schaad of Ocho Company G.P. 4334 Papermill Dr Knoxville, TN 37909

The closure of this road will be discussed in the Main Assembly Room of the City-County Building during the Optional Agenda Review meeting on **Monday, June 16, 2025, at 3:00 p.m**. We would encourage the closure representative to attend this meeting, in the event questions are posed. A public hearing will be held later in the same assembly room as part of the County Commission Meeting. The date is **Monday, June 23, 2025 at 5:00 p.m.** The closure representative should be present at this meeting and be prepared to speak in the event questions are posed.

The property owners are required to furnish a survey to Knox County Engineering and Public Works showing the boundaries of the right of way to be abandoned and the boundaries of the lots of the person to whom the right of way is to be transferred as they will exist after the right of way is closed as requested. A metes and bounds paragraph description of the area being closed is also required. These documents can be submitted before or after the Commission Meetings. They must be submitted prior to preparation of the Quit Claim Deed.

Sincerely,

Jim Snowden, P.E.
Senior Director

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
Phone: (865) 588-6472
Fax: (865) 588-6473

May 29, 2025

Jim Snowden Director, Knox County Engineering

RE: Holye Beals Drive

Dear Mr. Snowden:

Ocho Company, G.P. is requesting a right-of-way closure for the "Original Holye Beals Drive" as shown on the attached survey. The length of the closure is approximately 460 feet by 50 feet between Middlebrook Pike and relocated Hoyle Beals Drive.

The purpose of this closure is to consolidate property since Ocho Company G.P. owns both sides of the right-of-way.

Patrick Schaad of Ocho Company G.P. is requesting this action. His contact information is as follows:

P.O. Box 51058
Knoxville, TN 37958-1058
Phone (865)637-2674
pschaad@schaadcompanies.com

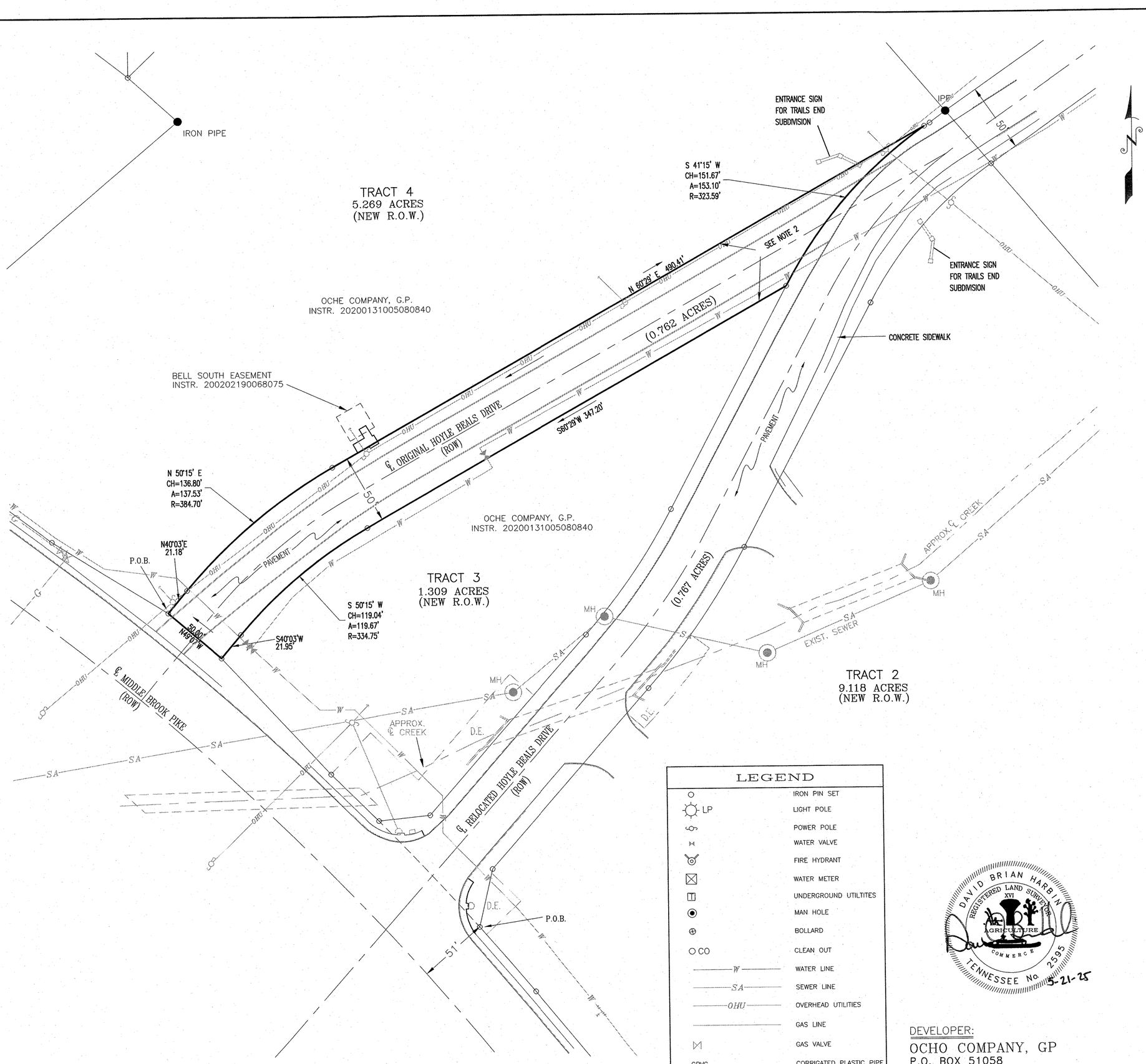
As the surveyor, I will be representing Mr. Schaad at the commission meetings.

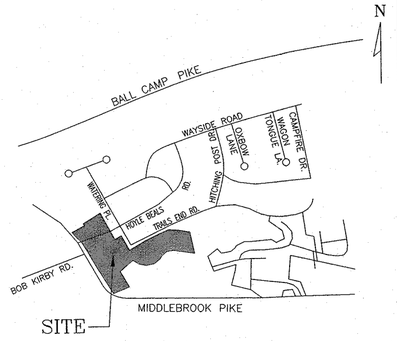
David Harbin P.E.
Batson, Himes, Norvell & Poe
4334 Papermill Dr
Knoxville, Tn 37909
Phone (865)588-6472
harbin@bhn-p.com

We ask that this request be placed on the June County Commission Meeting.

Sincerely,

David Harbin P.E.
Batson, Himes, Norvell & Poe
4334 Papermill Dr
Knoxville, Tn 37909





Not to Scale

LOCATION MAP

NOTES:

1. SURVEYED AS MONUMENTED AND POSSESSED.
2. UTILITY AND DRAINAGE EASEMENTS OF 5' INSIDE ALL LOT LINES, 10' INSIDE ALL OUTSIDE BOUNDARY LINES AND ROAD LINES.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED.
4. THIS PROPERTY IS ZONED PC.
5. THIS PROPERTY CONTAINS 0.762 ACRES IF PUBLIC RIGHT-OF-WAY.
6. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.
7. SLOPE AND CONSTRUCTION EASEMENTS FOR MIDDLEBROOK PIKE IMPROVEMENTS AND HOYLE BEALS RELOCATION ARE NOT SHOWN.
8. WATER LINE LOCATION TAKEN FROM SHEET 10 &11 OF STATE RIGHT-OF-WAY MAPS BEARING PROJECT NO. STP-M-169(8), DATED 2000.
9. PROPERTY DOES NOT HAVE A TAX ID. NUMBER.

LEGEND

○	IRON PIN SET
LP	LIGHT POLE
	POWER POLE
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	UNDERGROUND UTILTITES
	MAN HOLE
	BOLLARD
CO	CLEAN OUT
W	WATER LINE
SA	SEWER LINE
OHU	OVERHEAD UTILITIES
	GAS LINE
	GAS VALVE
CPVC	CORRIGATED PLASTIC PIPE
CMP	CORRIGATED METAL PIPE

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000 AS SHOWN HEREON AND THAT SAID SURVEY WAS PREPARED IN COMPLIANCE WITH THE CURRENT EDITION OF THE RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS - STANDARDS OF PRACTICE.

REGISTERED LAND SURVEYOR

TENNESSEE LICENSE NO. 2595 DATE: 5-21-25

DAVID BRIAN HARBIN
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE No. 2595
5-21-25

DEVELOPER:
OCHO COMPANY, GP
P.O. BOX 51058
KNOXVILLE, TENNESSEE 37958-1058
PHONE: (865) 637-2674

GENERAL PROPERTY SURVEY
FOR
HOYLE BEALS DRIVE ROAD CLOSURE

SCALE: 1" = 50' DATE: 5-21-25

50 25 0 50 100

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.com

REFERENCE: N/A

21796-RC-B

O:\21796\21796-RC-B.DWG

RLA-17417 **55.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Line Item Transfers - Total amount of $907,523.49.
(Finance)

Attachments

Line Items

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Parks & Recreation

Date: 5/19/2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1014850	541000	Ballfields - Custodial Supplies	14,000.00
1014856	530920	Youth Sports - Youth Baseball Cont	7,500.00
1014856	530930	Youth Sports - Youth Basketball Con	7,500.00
		TOTAL	$ 29,000.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1014810	549920	Park Maintenance - Signs	29,000.00
		TOTAL	$ 29,000.00

JUSTIFICATION/EXPLANATION:

Transfer of monies

Approved: _____ County Mayor — Date: 5/20/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 5/20/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: June 2 2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1160310	530900	Tire Transfer Contract w/Other	24,694.60
		TOTAL	$ 24,694.60

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1160310	541650	Tire Transfer Construction Heavy	24,492.90
1160310	543100	Tire Transfer Safety & Law Enforce	165.96
1160310	549900	Tire Transfer Other Materials	35.74
		TOTAL	$ 24,694.60

JUSTIFICATION/EXPLANATION:
Moving funding to cover negatives within same ORG

Approved: _____ County Mayor — Date: 6/4/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 6/3/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Knox County Criminal Court

Date: 6/2/2025

Authorizing Signature: Mike Hammond

Mike Hammond, Clerk of Courts

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1011510	543500	OFFICE SUPPLIES MINOR EQUIPMENT	7,000.00
1011525	535155	PARKING	600.00
1011510	530700	COMMUNICATIONS AND IT RELATED	8,500.00
1011530	543500	OFFICE SUPPLIES MINOR EQUIPMENT	1,000.00
1011525	534500	WATER SERVICES	450.00
1011525	535155	PARKING	2,250.00
1011525	542250	FOOD FOR JURORS	1,525.00
1011505	543500	OFFICE SUPPLIES MINOR EQUIPMENT	16,000.00
1011525	519900	NON EMPLOYEE COMPENSATION	15,000.00
1011525	519900	NON EMPLOYEE COMPENSATION	2,500.00
1011520	534800	POSTAGE AND FREIGHT	200.00
		TOTAL	$ 55,025.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1011510	534800	POSTAGE AND FREIGHT	7,000.00
1011510	535155	PARKING	600.00
1011520	533600	EQUIPMENT-RENT/REPAIR/MAINT* (	8,500.00
1011530	533600	EQUIPMENT-RENT/REPAIR/MAINT* (	1,000.00
1011530	534500	WATER SERVICES	450.00
1011530	535155	PARKING	2,250.00
1011525	542200	FOOD (JURORS)	1,525.00
1011505	539900	OTHER PROFESSIONAL SERVICES	16,000.00
1011505	539900	OTHER PROFESSIONAL SERVICES	15,000.00
1011505	535500	EMPLOYEE TRAVEL EDUCATIONAL TR	2,500.00
1011530	534800	POSTAGE AND FREIGHT	200.00
		TOTAL	$ 55,025.00

JUSTIFICATION/EXPLANATION:
Movement from court to court on some line items. Additional supplies needed for increased court volume.

Approved: _____ County Mayor — Date: 6/3/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 6/2/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: June 2 2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1710340	539900	Permanant Stormwater Comp Asst Oth Profe	237.61
1710820	579100	Bluegrass Lake Flood Mit Infrastructure	4,883.75
1711593	579100	Tipton Station Sdwlk Imp Infrastructure	3,678.00
1711460	579100	TDOT Prtnshp Infrastructure	460,916.03
1710985	579100	Geometric Improvements Infrastructure	9,027.34
1711172	579100	Traffic Equip Modernization Infrastructure	120,228.69
1711175	579100	Rutledge & Roberts Signals Infrastructure	299.60
1711357	579100	West Beaver Creek Rel Infrastr	27,520.00
		TOTAL	$ 626,791.02

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1710340	541650	Permanant Strmwtr Comp Asst Const/Heavy	237.61
1710820	539900	Bluegrass Lake Oth Professional	4,883.75
1710917	539900	Ebenezer Rd Bridge/Trn Oth Profess	3,678.00
1710927	579100	Belltown/Smthblt Infrastructure	200,000.00
1711460	541650	TDOT Partnerships Construction Heavy	260,916.03
1710985	541650	Geometric Imp Constr/Heavy	8,608.00
1710985	549950	Geometric Imp Oth Materials & Supp	419.34
1711172	533600	Traffic Equip Moderniz Equip/Rent Rep	120,228.69
1711175	549950	Rutledge & Roberts Sig Oth Mat	299.60
1711357	539900	West Beaver Creek Rel Oth Profess	27,520.00
		TOTAL	$ 626,791.02

JUSTIFICATION/EXPLANATION:
Moving funds to cover negatives

Approved: _____ County Mayor — Date: 6/4/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 6/3/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: June 2, 2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1711365	579100	Schaad Rd Infrastructure	171,027.47
1711590	579100	Carter School Rd Infrastructure	985.40
		TOTAL	$ 172,012.87

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1711365	533600	Schaad Rd Equip/Rent/Rep	32,365.22
1711365	539900	Schaad Rd Oth Professional	29,800.00
1711365	541650	Schaad Rd Construction Heavy	462.25
1711443	539900	Bakertown Wide/Realign Oth Profes	108,400.00
1711590	539900	Carter School Sdwlk Oth Professional	739.75
1711590	541650	Carter School Rd Constr/Heavy	245.65
		TOTAL	$ 172,012.87

JUSTIFICATION/EXPLANATION:
Moving funding to cover negatives

Approved: _____ County Mayor — Date: 6/16/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 6/13/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

RLA-17342 **56.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	06/12/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Spread of Record the Knox County Mayor's Order reappointing Darla Berdal to the First Utility District Board of Commissioners.
(County Mayor)

Attachments

Order of the Mayor

ORDER OF THE KNOX COUNTY MAYOR
APPOINTING UTILITY DISTRICT COMMISSIONER

IN RE:	)
	)
COMMISSIONER APPOINTMENT	)
FOR THE FIRST UTILITY DISTRICT	)
OF KNOX COUNTY, TENNESSEE	)

Upon certification by the Board of Commissioners of the First Utility District of Knox County, Tennessee, certifying an upcoming vacancy on said Board of Commissioners by the expiration of the term of Commissioner Darla Berdal on June 30, 2025, and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a);

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

(a) That Darla Berdal is hereby reappointed to the Board of Commissioners of the First Utility District of Knox County, Tennessee, to serve a four (4) year term beginning July 1, 2025 and expiring June 30, 2029. Darla Berdal took the oath of office on May 1, 2025, a copy of which is attached hereto as Exhibit A.

(b) That a copy of this Order shall be entered into the minutes of the Knox County Commission as required by T.C.A. § 7-82-307(a)(4), and that a certified copy of this Order shall be provided to the First Utility District Board of Commissioners and the appointee as required by T.C.A. § 7-82-307(a)(4).

(c) That this Order shall be kept by the Knox County Clerk as a permanent record of Knox County, and the Knox County Clerk shall issue certified copies of this Order as shall be requested.

ENTERED this 9th day of May, 2025.

GLENN JACOBS
KNOX COUNTY MAYOR

OATH OF OFFICE

BOARD OF COMMISSIONERS
FIRST UTILITY DISTRICT OF KNOX COUNTY

I, Darla Berdal, do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume. I do solemnly swear to support the Constitution of the State of Tennessee and the Constitution of the United States and to faithfully perform the duties of the office of Commissioner for the First Utility District of Knox County.

DARLA BERDAL

Subscribed and sworn to before me this
1st day of May, 2025.

GLENN JACOBS
Knox County Mayor

EXHIBIT
A

RLA-17418 **57.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Spread of Record Travel for the 2025 Tennessee County Services Association (TCSA) Spring Legislative Conference.
(Commissioners Rawls, Durrett, Oster, Jackson, Russell, Lee, Thompson, and Jay)

Attachments

Travel - TCSA Spring Legislative Conference

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11012

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Damon Rawls	Department/School	Knox County Commission
Address	2313 E. 5th Avenue	Destination	Gatlinburg, TN
Address		Time/Date Out	5/19/2025
City/St/zip	Knoxville, TN 37917	Time/Date Return	5/22/2025
Vendor #			

Charge To: split if more than one

Org Code	Obj Code	Amount
1010910	535500	

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	921.54	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	660.00	auto calc from sheet B
Total Reimbursement Requested	261.54	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

Date 5-27-25 Traveler [signature]

Date 5.28.25 Authorized Drucilla Stills

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11016

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Courtney Durrett	Department/School	Knox County Commission
Address	5311 Jacksboro Pike	Destination	Gatlinburg, TN
Address		Time/Date Out	5/19/2025
City/St/zip	Knoxville, TN 37918	Time/Date Return	5/22/2025
Vendor #			

Charge To: split if more than one

Org Code	Obj Code	Amount
1010910	535500	

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	942.46	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	660.00	auto calc from sheet B
Total Reimbursement Requested	282.46	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

MAY 30 2025 10:34

Date 5/21/25 Traveler Courtney Durrett

Date 5.29.25 Authorized Priscilla Stills

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11028

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Gina Oster	Department/School	Knox County Commission
Address	9536 Briarwood Drive	Destination	Gatlinburg, TN
Address		Time/Date Out	5/19/2025
City/St/zip	Knoxville, TN 37923	Time/Date Return	5/22/2025
Vendor #			

Charge To:	Org Code	Obj Code	Amount
split if	1010910	535500	
more than one			

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	940.72	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	660.00	auto calc from sheet B
Total Reimbursement Requested	280.72	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

JUN 4 PM 2:55

Date 6/2/25 Traveler Gina Oster

Date 6.4.25 Authorized Priscilla Stills

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11040

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Shane Jackson	Department/School	Knox County Commission
Address	2233 Delta Way	Destination	Gatlinburg, TN
Address		Time/Date Out	5/20/2025
City/St/zip	Knoxville, TN 37919	Time/Date Return	5/20/2025
Vendor #			

Charge To:	Org Code	Obj Code	Amount
split if	1010910	535500	
more than one			

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	299.06 auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	225.00 auto calc from sheet B
Total Reimbursement Requested	74.06 auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0 auto calc from sheet B

JUN 2 4 9:15

Date 5/30/25 Traveler [signature]

Date 5.30.25 Authorized Priscilla Stills

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11020

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Angela Russell	Department/School	Knox County Commission
Address	12212 Mossy Point Way	Destination	Gatlinburg, TN
Address		Time/Date Out	5/19/2025
City/St/zip	Knoxville, TN 37922	Time/Date Return	5/22/2025
Vendor #			

Charge To:	Org Code	Obj Code	Amount
split if	1010910	535500	
more than one			

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	956.18	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	660.00	auto calc from sheet B
Total Reimbursement Requested	296.18	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

MAY 29 AM 10:08

Date 05/28/2025 Traveler Angela Russell

Date 5.29.25 Authorized Drucilla Stills

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11024

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Rhonda Lee	Department/School	Knox County Commission
Address	7801 Gill Road	Destination	Gatlinburg, TN
Address		Time/Date Out	5/19/2025
City/St/zip	Powell, TN 37849	Time/Date Return	5/22/2025
Vendor #			

Charge To: split if more than one

Org Code	Obj Code	Amount
1010910	535500	

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	951.98	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	660.00	auto calc from sheet B
Total Reimbursement Requested	291.98	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

5216 MAY 6 AM 8

Date 5-28-25 Traveler Rhonda Lee

Date 6·2·25 Authorized Drucilla Mills

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11032

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Adam Thompson	Department/School	Knox County Commission
Address	6726 Little Flat Creek Lane	Destination	Gatlinburg, TN
Address		Time/Date Out	5/20/2025
City/St/zip	Corryton, TN 37721	Time/Date Return	5/22/2025
Vendor #			

Charge To: split if more than one

Org Code	Obj Code	Amount
1010910	535500	

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	736.32	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	515.00	auto calc from sheet B
Total Reimbursement Requested	221.32	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

MAY 28 AM 10:18

Date 5/27/25 Traveler Adam Thompson

Date 5.28.25 Authorized Priscilla Sills

KNOX COUNTY/KNOX COUNTY SCHOOLS
Travel Expense Reimbursement/Summary

T11036

Trip/Check Req #

TERS form eff. 2/1/2021

Note:Hover mouse over red triangles to review additional information

Traveler's Name	Larsen Jay	Department/School	Knox County Commission
Address	3908 Wilani Road	Destination	Gatlinburg, TN
Address		Time/Date Out	5/20/2025
City/St/zip	Knoxville, TN 37919	Time/Date Return	5/20/2025
Vendor #			

Charge To:

	Org Code	Obj Code	Amount
split if	1010910	535500	
more than one			

There are exceptions granted on this request (detailed page 3) for amount or type of expense

check if true ☐

There are items on this request (detailed page 3) that require pre-authorization

check if true ☐

Purpose of travel: TCSA Spring Legislative Conference

For out of town travel

Total expense of One Trip/One person	291.36	auto calc from sheet B
Less Prepaid Expenses, Less Exp paid by other employees, Plus Expenses Paid for other Employees	225.00	auto calc from sheet B
Total Reimbursement Requested	66.36	auto calc from sheet B

OR

For In-Town daily mileage reimbursement

Total Reimbursement Requested	0	auto calc from sheet B

MAY 28 2025

Date 05-27-2025 Traveler Larsen Jay

Date 5.28.25 Authorized Drucilla Stills

RLA-17126 **R-25-6-302**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Allison Rogers, SHERIFF

Department: SHERIFF

Requires Expenditure of Funds: YES Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the AIA agreement with BarberMcMurry Architects LLC for the provision of design and engineering services for the KCSO Academy building in the amount of $409,500.00. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from March to April, and April to June at Request of Sponsor)*
(Sheriff)

Attachments

Academy Design Services Agreement

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixth day ofFebruary in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Knox County Sheriff's Office ("KCSO")
400 Main Street, City-County Bldg.
Suite L165
Knoxville, TN 37902

and the Architect:
(Name, legal status, address and other information)

BarberMcMurry Architects LLC ("BMA")
505 Market Street, Suite 300
Knoxville, TN 37902

for the following Project:
(Name, location and detailed description)

Project No. 2500400 /KCSO Cadet Academy
Provide basic design services for a new, one-story facility approximately 18,000 square feet located across from the current KCSO Training Facility on Maloneyville Road, Knoxville, TN. To house (50) cadets along with living, kitchen, classroom, and ancillary spaces.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This new facility is one-story, approximately 18,000 square feet, and is programmed to house (50) cadets along with living, kitchen, classroom, and ancillary spaces. Parking will be shared with the adjacent Training Facility with ADA and additional parking spaces located with the new facility.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$6,300,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

"TBD"

.3 Substantial Completion date or dates:

"TBD"

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Hugh Holt, Procurement Director/Grant's Administrator
Knox County Sheriff's Office
400 W Main Street
Knoxville, TN 37902

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

Retained by Architect

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Michael T. Dooley, AIA
BarberMcMurry Architects LLC
505 Market Street, Suite 300
Knoxville, TN 37902

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bender & Associates Structural Engineers LLC
110 Forest Court
Knoxville, TN 37919

.2 Mechanical, Plumbing and Fire Protection Engineer:

IC Thomasson Associates
800 S Gay Street, Suite 2021
Knoxville, TN 37929

.3 Electrical Engineer:

IC Thomasson Associates
800 S Gay Street, Suite 2021
Knoxville, TN 37929

.4 Civil Engineer:
Robert G. Campbell & Associates
7523 Taggert Lane
Knoxville, TN 37938

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.5 Landscape Architecture:
The Penland Studio, Inc.
2110 Holderwood Lane
Knoxville, TN 37922

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Three Million Dollars ($ 3,000,000) in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars ($ 3,000,000) per claim and Five Million Dollars ($ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, construction supervision, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect and its Consultants shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

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Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

(Table Deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twelve (12) visits to the site by the Architect during construction

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within two (2) months of the originally agreed to date of Substantial Completion , through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

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applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; . In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

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termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A Stipulated Sum of Four Hundred Nine Thousand Five Hundred Dollars ($409,500). This fee does not include geotechnical and site surveying services.

(Paragraph Deleted)

(Paragraph Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in 11.1, above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The Architect shall be compensated at its standard hourly rates (See Exhibit A) for time expended on authorized Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Amount invoiced to the Architect times One and One Quarter (1.25).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Twenty-Five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A for Architect's hourly billing rates.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

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.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants times One and Fifteen Hundredths (1.15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 The above fee includes any federal, state or local sales, service, or other taxes which are applicable as of the date of this Agreement (the "Effective Date"). Any new taxes which are imposed by law after the Effective Date will be considered an additional cost and will be added to the above fees.

12.2 The Architect will maintain during the Project and for a period of one year after Substantial Completion of the Project a professional liability insurance policy in the amount of Five Million Dollars ($5,000,000) in the aggregate, to protect against negligent errors or omissions in connection with the Architect's professional services. ~~Provided coverage exists under the insurance policy, Owner agrees to look solely to the amounts available under said policy~~

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for any claims arising out of, in connection with or resulting from services under this Agreement. Provided coverage exists, the Architect shall have no liability (direct or indirect) to the Owner for any alleged errors, omissions, or other claims except to the extent of said insurance proceeds. A certificate evidencing and confirming the Architect's professional liability insurance policy shall be issued to the Owner and it shall state therein that the policy shall not be canceled except upon 30 days written notice to the Owner.

12 3 Services for furniture, fixtures and equipment (FF&E) interior bid package is not included in Architect's Basic Services. Commerical kitchen design and acoustical design services are not included in Architect's Basic Services.

12.4 The parties acknowledge that Architect is a limited liability company and Owner is a ~~corporation or limited liability company~~ Governmental Entity. The parties agree that any claim made by a party arising out of any act or omission of any director, officer or employee of the other party, in the execution or performance of this Agreement, shall be made against the ~~corporation~~ Entity and not against such director, officer or employee. ~~Notwithstanding the foregoing, if Owner is not a corporation or limited liability company, Owner's liability is not limited by the terms of this provision.~~

12.5 Nothing contained in this Agreement shall require Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. No fiduciary agreement or relationship is intended or implied. Architect makes no warranties or guarantees, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing its services under this Agreement. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and the existence of an error or omission does not automatically constitute a breach of the standard of care. Owner shall establish a reasonable contingency line item in the construction budget to cover premium costs resulting from errors and omissions, and Architect shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the standard of care.

12.6 In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner agrees that if the decision to fast-track the Project is made after the scope and fee for Basic Services has been agreed upon, Architect's additional fees associated with the fast-track process will be considered a contingent additional service and Owner shall compensate Architect for such additional fees pursuant to Section 3.3 of this Agreement. Owner understands that if construction or furnishings contracts are let prior to the completion of final working drawings and specifications there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. Architect has no responsibility for these conditions.

~~12.7~~ The Owner may choose to disregard the advice of Architect or may otherwise choose to deviate during construction ~~from the construction~~ documents prepared by Architect. Therefore, Owner hereby indemnifies and holds harmless Architect, its agents, ~~employees and consultants~~ from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and ~~economic~~ damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by Architect which, over

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~~Architect's objection, has not been corrected or where the Owner has elected not to follow any recommendation of~~ Architect. In the event that Architect or any ~~other party indemnified hereunder is required~~ to bring an action to enforce the provisions of this indemnity, ~~the indemnifying~~ party shall pay the attorneys' ~~fees and costs incurred by~~ the ~~indemnified party~~ in bringing this action.

12.8 Owner will cause Architect, their Consultants and Employees to be named as additional named insureds under the Builders' Risk Insurance applicable to the Project and under any Owner's Protective Policy applicable to the Project.

12.9 The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements.Owner understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations.Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

12.10 If Architect is required to deliver any services required hereunder in the form of digital encoded media, the printed representation of drawings and specifications issued for the Project by Architect shall be the official record of Architect's service provided upon completion of the services and payment in full. Owner agrees to execute Architect's Standard Agreement for Release of Digital Documents to Owner as a condition precedent to the release of any digital media by Architect. ~~Owner shall have a right to rely only on the printed representation in connection with any subsequent modification of such digital media and agrees to indemnify, defend and hold Architect harmless from all cost and expense, including attorneys' fees, from claims which arise out of modification or re-use of such digital media or printed representation by or on behalf of Owner without Architect's consent.~~ Under no circumstances shall transfer of drawings and other instruments of service on digital media for use by Owner, be deemed a sale by Architect, and Architect makes no warranties of merchantability or fitness for a particular purpose. Owner hereby specifically requests Architect to release digital encoded media to Architect's consultants and Owner's Contractor for the Consultants' and Contractor's reference in assisting the Owner on the Project. All such releases to Architect's consultants and the Contractor will prohibit the consultants and the Contractor from using the digital media for any other purpose.

12.11 Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to Architect to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, Owner acknowledges that schedule and cost impacts may occur. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Architect for its review and adequate time will be provided for Architect to respond to these recommendations. Architect shall be compensated as a Change in Services for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Architect. Objections to any recommendations made by the VE shall be stated in writing, and Owner agrees that Architect shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

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12.12 The Contractor may make recommendations to Architect regarding the selection of systems, materials and cost reducing alternatives. Architect shall review the Contractor's cost reduction proposals and incorporate those accepted by Owner into the documents. Such review and incorporation by Architect shall be payable by Owner as a Change in Service. The process shall be completed at a stage no later than 50% Design Development. If such process occurs later than 50% Design Development, Owner acknowledges that cost and schedule impacts may occur. Owner also acknowledges that cost reduction proposals may substitute systems or materials of lower initial cost, quality and performance than those that were initially selected.

12.13 If the Project involves remodeling and/or rehabilitation of an existing structure, Owner acknowledges that certain assumptions may be made regarding existing conditions. Because some of those assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees to release Architect from liability for any claim or cost for injury or economic loss arising out of the professional services provided under this Agreement with respect to the verification of existing conditions. However, nothing in this Agreement shall release Architect from liabilities, damages or costs attributable to its sole negligence or willful misconduct.

12.14 The Owner acknowledges that the Architect has project experience with most contracting entities in the geographic region. As such, the Architect may believe that certain contracting entities may not have the expertise and/or proper qualifications for all or portion of the project. If, against the advice of the Architect, one of these entities is hired as the construction entity; the Architect reserves the right to charge hourly for any and all services during Bidding and Negotiations and/or Construction Administration. The minimum amount for these services will be the contract amount listed herein. There shall be no maximum. ~~Additionally, the Owner agrees to defend and hold harmless the Architect, its officers, directors, employees, and consultants (collectively Architect) from and against all damages, liabilities or costs including reasonable attorney fees and defense costs arising out of or in any way connected with the services performed under this Agreement. If the Owner chooses to terminate the Architect once this becomes actionable, the Owner agrees to defend and hold harmless the Architect against any claims made relative to the Architect's services. In consideration of the substantial risks to the Architect in rendering professional services in connection with the Project as a result of such contracting entities, the Owner also agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect, its officers, directors, employees, and consultants (collectively Architect), which may arise out of or in connection with this Project or the performance of the services under this Agreement by any of the parties named above.~~

12.15 Neither Party shall be liable to the other for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The Architect and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observations and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[x] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Hourly Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature) Michael T. Dooley, AIA Senior Vice President
(Printed name and title)	*(Printed name, title, and license number, if required)*

KNOX COUNTY, TENNESSEE

GLENN JACOBS **Date**
KNOX COUNTY MAYOR

Contract No.: 25-109
APPROVED AS TO LEGAL FORM
Knox County Law Director Date 3/5/25

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BARBERMcMURRY
architects since 1915

EXHIBIT A
HOURLY PERSONNEL BILLING RATES

JANUARY 2025 THROUGH DECEMBER 2025

CLASSIFICATION	RATE
Legal Support / Post Occupancy	$ 525
Sr. Partner-In-Charge	305
Partner-In-Charge	275
Specifications Manager	185
Director of Communications	180
Design Manager	180
Project Manager III	160
Construction Administrator	160
Project Manager II	155
Project Architect III	145
Project Manager I	140
Project Architect II	140
Interior Designer III	135
Designer III	130
Controller	130
Senior Technical Secretary	125
Project Architect I	125
Designer II	125
Interior Designer II	120
Designer I	120
Submittals Coordinator II	115
Interior Designer I	110
Architectural Graduate	110
Interior Design Graduate	100
Submittals Coordinator I	100
Architectural Student	90
Interior Design Student	90

We reserve the right to modify these rates to reflect normal salary review practices.

bma BARBERMcMURRY
architects since 1915

October 24, 2024

Hugh Holt
Procurement Director/Grants Administrator
Knox County Sheriff's Office
400 W. Main Street
Knoxville, TN 37902

Subject: KCSO Cadet Academy Architectural Services Proposal

Dear Hugh,

The following is BarberMcMurry Architects' (BMA's) proposal for the above referenced project. The following is a an outline of scope and description of services to be provided.

Based on previous discussions and our meeting on site, the proposed Cadet Academy will be located on a parcel across from the current Training Facility on the Maloneyville Road campus. This new facility will be one-story, approximately 18,000 square feet, and will house 50 cadets along with living, kitchen, and ancillary spaces. Also, our team will explore the option of sharing the existing Training Facility parking lot across the street. Some parking will need to be provided at the new facility.

BMA will utilize the services of Robert G. Campbell & Associates to assist with site planning and civil engineering.

For your planning purposes, our opinion of construction cost is $6,300,000. The total architectural and engineering services fee is $409,500.00 (6.5%) and is broken down per phase as follows.

Schematic Design	25%	$102,375.00
Design Development	25%	$102,375.00
Construction Documents	25%	$102,375.00
Bidding & Negotiation	5%	$20,475.00
Construction Administration	20%	$81,900.00
TOTAL	**100%**	**$409,500.00**

If you prefer, we can provide Schematic Design services which includes a Site Plan, Floor Plan, Elevations, and 3-D Images and pause until you are ready to proceed into the Design Development and Construction Document phases. This will allow time for your planning and approvals and when ready we can proceed using the Schematic Design.

Please note our fee does not include surveying or geotechnical investigation services.

We appreciate the opportunity to assist in this exciting new facility for the KCSO.
Please do not hesitate to contact me if you have any questions.

Sincerely,

BarberMcMurry Architects LLC

Michael T. Dooley, AIA
Senior Vice President

RLA-17332 **R-25-6-701**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: PARKS AND RECREATION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the necessary right-of-way and construction easement acquisitions for five (5) tracts of land, a license agreement with the State of Tennessee for excess land usage, and use of portions of two existing Knox County parcels for the construction of the Halls Greenway Connector and associated sidewalks as shown in the attached Right-of-Way plans for this project. **(WITHDRAW AT REQUEST OF SPONSOR)**

(Parks and Recreation)

Attachments

ROW Plans

Index Of Sheets

TITLE SHEET 1
TYPICAL SECTIONS AND PAVEMENT SCHEDULE 2B, 2B1, 2B2
RIGHT-OF-WAY NOTES, UTILITY NOTES AND UTILITY OWNERS 3
RIGHT-OF-WAY ACQUISITION TABLE(S) AND PROPERTY MAPS 3A
PRESENT LAYOUT(S) ..... 4 –8
RIGHT OF WAY DETAIL(S) 6A, 8A
PROPOSED LAYOUT(S) ..... 4B – 8B
PROPOSED PROFILE(S) ..... 4C – 8C, 4D,6D
EROSION PREVENTION AND SEDIMENT CONTROL PLAN (STAGE 1) ..... 9 – 9D
SIGNAGE AND PAVEMENT MARKING 10
SIGNAL PLANS SIG-1
ROADWAY CROSS SECTIONS ..... 11 – 48
STRUCTURAL PLANS S-1, S-2
SOIL NAIL WALL PLANS R1

TENN.	YEAR
	2024
FED. AID PROJ. NO.	N/A
STATE PROJ. NO.	47LPLM-S2-213
PIN:	132052.00

LOCALLY MANAGED PROJECT
LOCALLY LET PROJECT

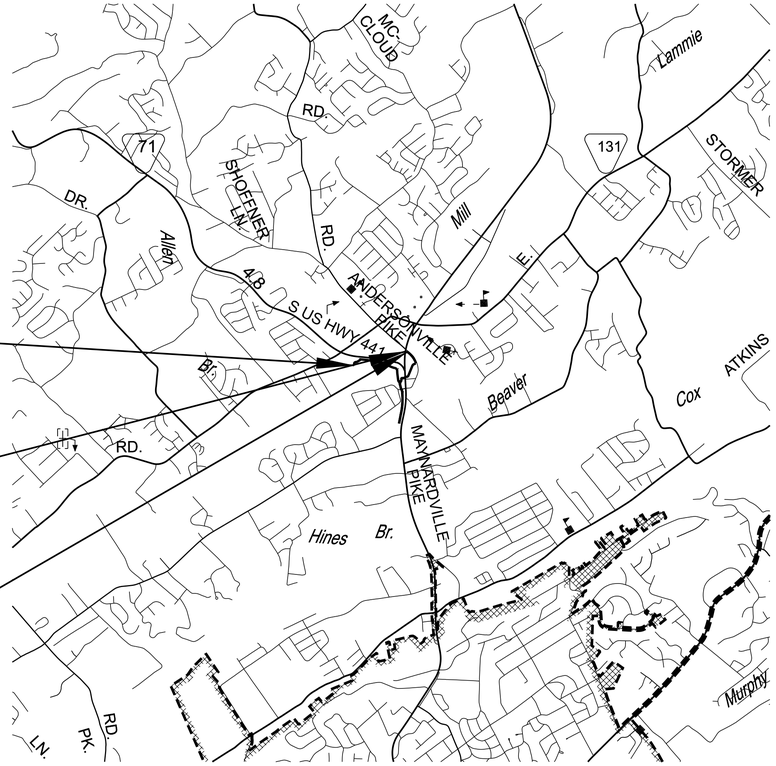
KNOX COUNTY

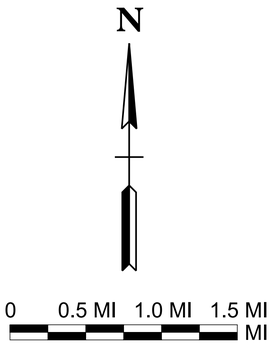
HALLS GREENWAY

SR-33 (MAYNARDVILLE PIKE) AND SR-71 (US-411, NORRIS FREEWAY), FROM CLAYTON PARK TO SR-71; GREENWAY ALONG SR-71 THEN FOLLOWING BEAVER CREEK TO THE EAST SIDE OF SR-33

NO EXCLUSIONS	
NO EQUATIONS	
V (BIKE PATH)	18 MPH
V (US HWY 441)	45 MPH
V (SR-33)	45 MPH
V (ANDERSONVILLE PIKE)	30 MPH

RIGHT-OF-WAY





BEGIN PROJECT ROW AND CONST
STA. 100+00.00 HALLS GREENWAY
N 642953.4890 E 2579225.5800

END PROJECT NO. CONST
STA. 505+44.03 HALLS GREENWAY
N 643448.7950 E 2581048.1188

END PROJECT NO. ROW
STA. 505+30.92 HALLS GREENWAY
N 643424.9493 E 2581076.8654

PROJECT LENGTH 1.002 MILES
ROW LENGTH 0.254 MILES

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE KNOX COUNTY PROCUREMENT IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

SURVEY - -	TRAFFIC DATA	
	ADT (SR-71, 2023)	13,799
	DHV (SR-71, 2023)	1,196
	ADT (SR-33, 2024)	25,159
	DHV (SR-33, 2024)	2,666
	T (SR-71, DHV)	9%
	T (SR-33, DHV)	11%
	V	MPH

COORDINATES ARE NAD/83(2011) AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 USING GEOID 18.

GLENN JACOBS - MAYOR
JOSEPH MACK - SENIOR DIRECTOR OF PARKS AND RECREATION
KNOX COUNTY PARKS AND RECREATION
2447 SUTHERLAND AVENUE
KNOXVILLE, TENNESSEE 37919

R.O.W.
PLANS

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

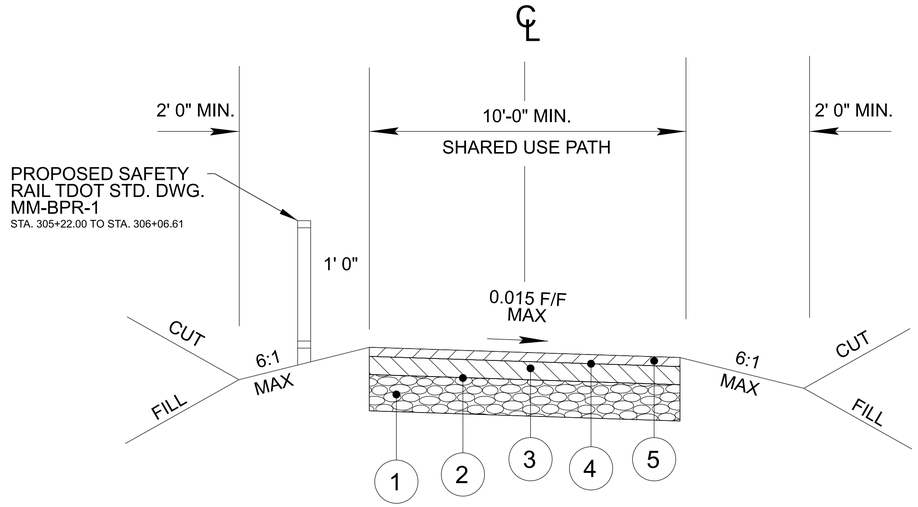
TITLE SHEET

JEFF BECKETT
REGISTERED ENGINEER
No. 105722
STATE OF TENNESSEE
11/08/2024

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

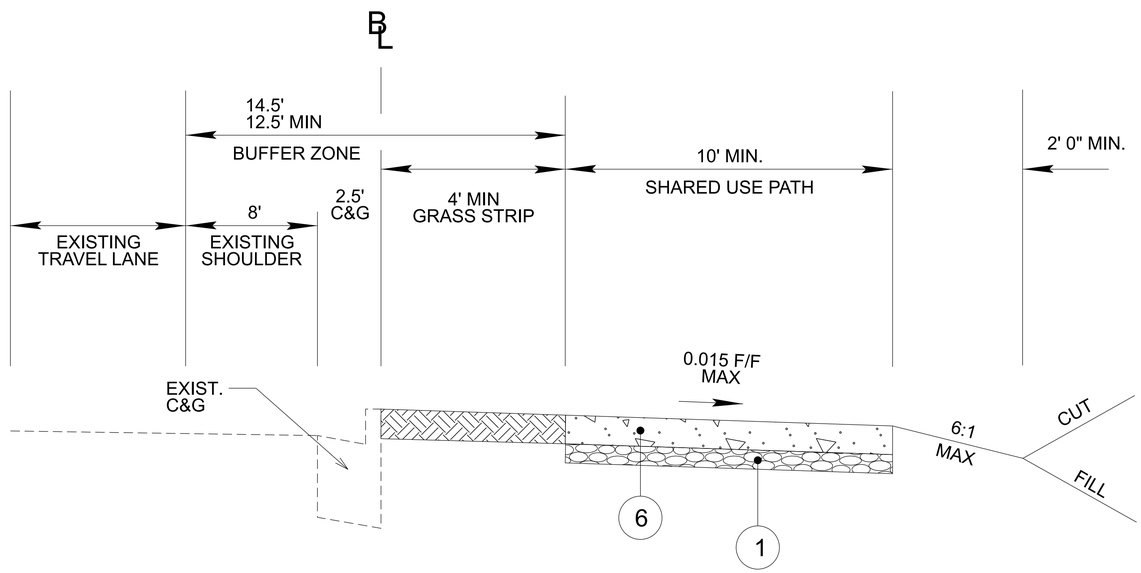
1

Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY TITLE SHEET.DGN



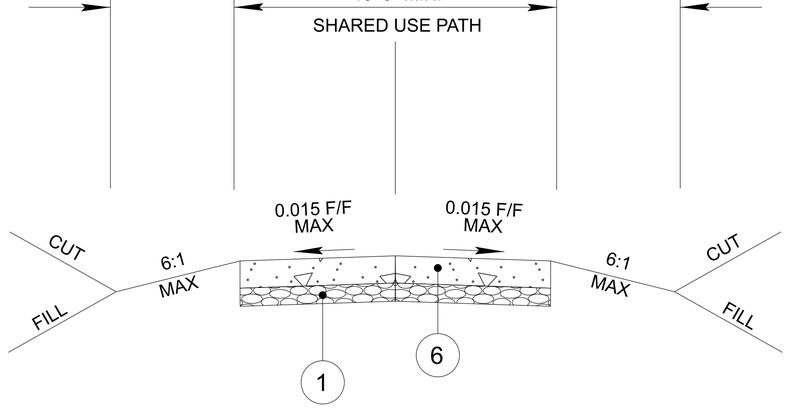
TYPICAL SHARED USE PATH CROSS-SECTION

CLAYTON PARK
(BASED ON TDOT STD. DWG. MM-TS-3)
STA. 100+00.00 TO STA. 103+24.93
STA. 301+23.63 TO STA. 303+04.27
STA. 304+45.30 TO STA. 306+06.61
STA. 308+50.00 TO STA. 314+85.01
STA. 400+00.00 TO STA. 400+59.08
STA. 401+81.87 TO STA. 402+60.36



TYPICAL SHARED USE PATH CROSS-SECTION W/ EXISTING CURB

S.R. 71, U.S. 441/ NORRIS FREEWAY (V=45)
(BASED ON TDOT STD. DWG. MM-TS-2)
STA. 200+05.14 TO STA. 212+94.93



TYPICAL SHARED USE PATH CROSS-SECTION

ABANDONED S.R. 33
(BASED ON TDOT STD. DWG. MM-TS-3)
STA. 300+00.00 TO STA. 301+23.63

PROPOSED PAVEMENT SCHEDULE

(1) MINERAL AGGREGATE @ 6" DEPTH (ASPHALT) @ 4" DEPTH (CONCRETE) 303-01 MINERAL AGGREGATE, TYPE "A" BASE, GRADING "D"	(4) TACK COAT 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) AT 0.05-0.10 GAL/S.Y. SEE 403.05 FOR DETERMINING APPLICATION RATE IN THE FIELD.
(2) PRIME COAT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) AT 0.30-0.35 GAL/S.Y. 402-02 AGGREGATE FOR COVER MATERIAL (PC) AT 8-12 LB./S.Y.	(5) ASPHALTIC CONCRETE SURFACE (HOT MIX) PG64-22 GRADING "E" SHOULDERS @ 1.5" THICK (APPROX. 154.5 LB./S.Y.) 411-01.07 ACS MIX (PG64-22) GRADING "E" SHOULDER
(3) BITUMINOUS PLANT MIX BASE (HOT MIX) PG64-22 GRADING "B-M2" @ 3" THICK (APPROX. 339 LB./S.Y.) 307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING "B-M2"	(6) CONCRETE SIDEWALK @ 6" ± DEPTH 701-01.01

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

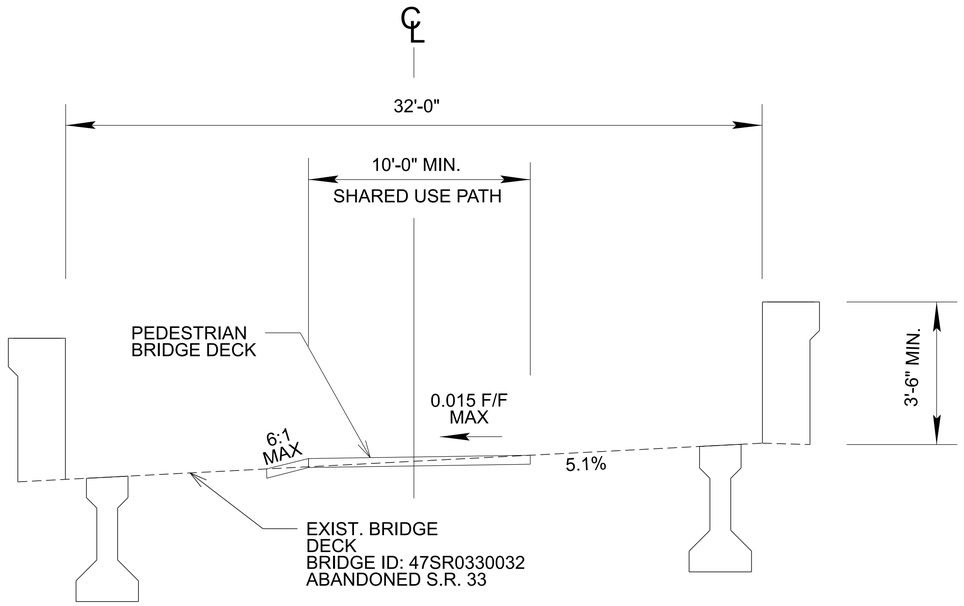
CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

TYPICAL SECTIONS AND PAVEMENT SCHEDULE

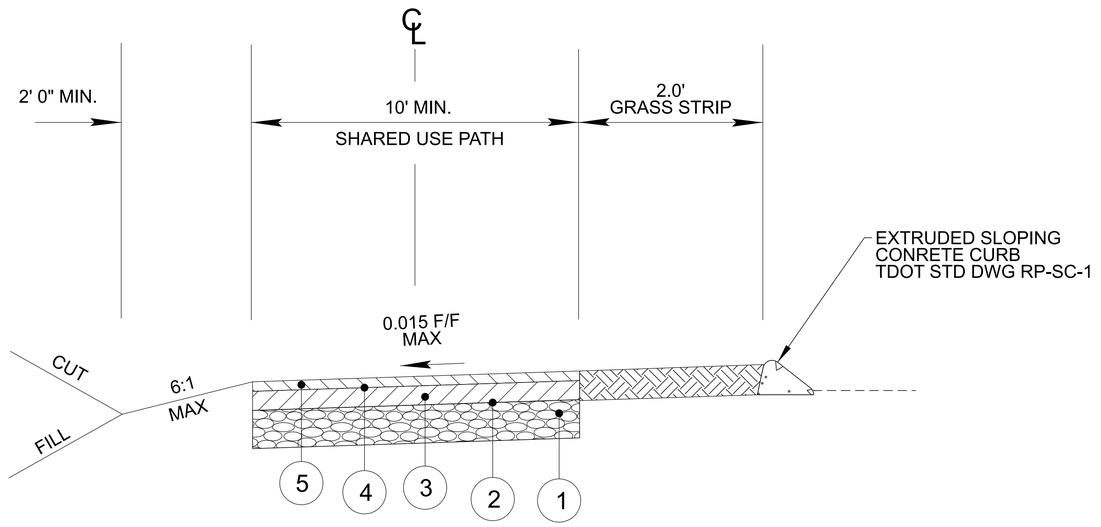
CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

2B



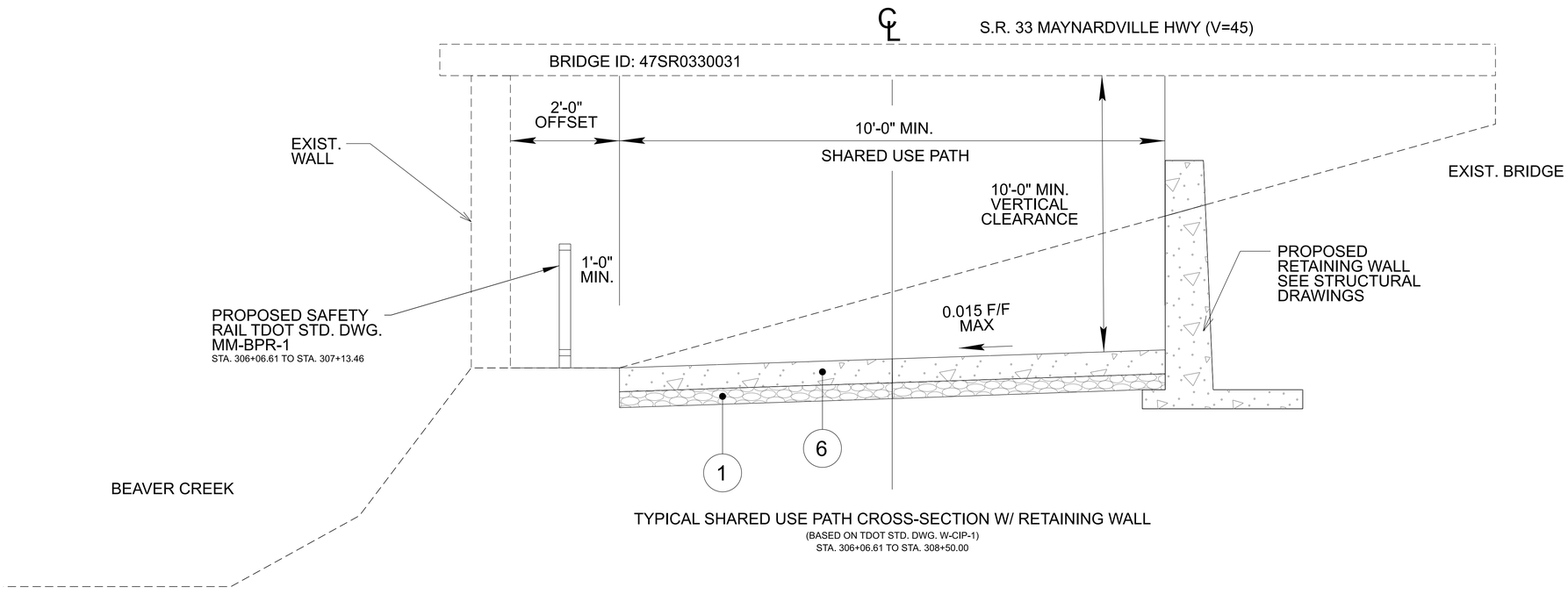
TYPICAL PEDESTRIAN BRIDGE SHARED USE PATH CROSS-SECTION

ABANDONED S.R. 33
(BASED ON STD. DWG. MM-TS-3)
STA. 303+04.27 TO STA. 304+45.30



TYPICAL SHARED USE PATH CROSS-SECTION W/ CURB

MARCO'S PIZZA PARKING
(BASED ON TDOT STD. DWG. MM-TS-2)
STA. 400+59.08 TO STA. 401+81.87



TYPICAL SHARED USE PATH CROSS-SECTION W/ RETAINING WALL

(BASED ON TDOT STD. DWG. W-CIP-1)
STA. 306+06.61 TO STA. 308+50.00

REVISED PER TDOT ROW COMMENTS	11/8/2024
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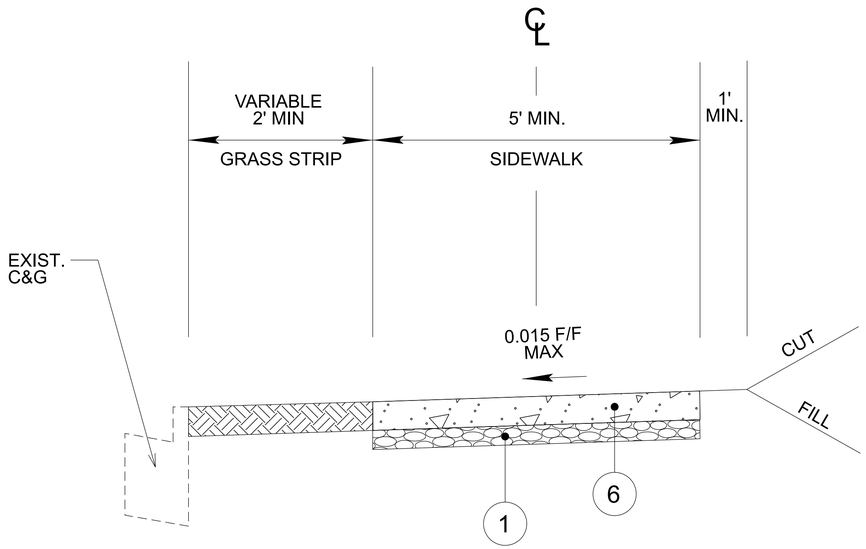
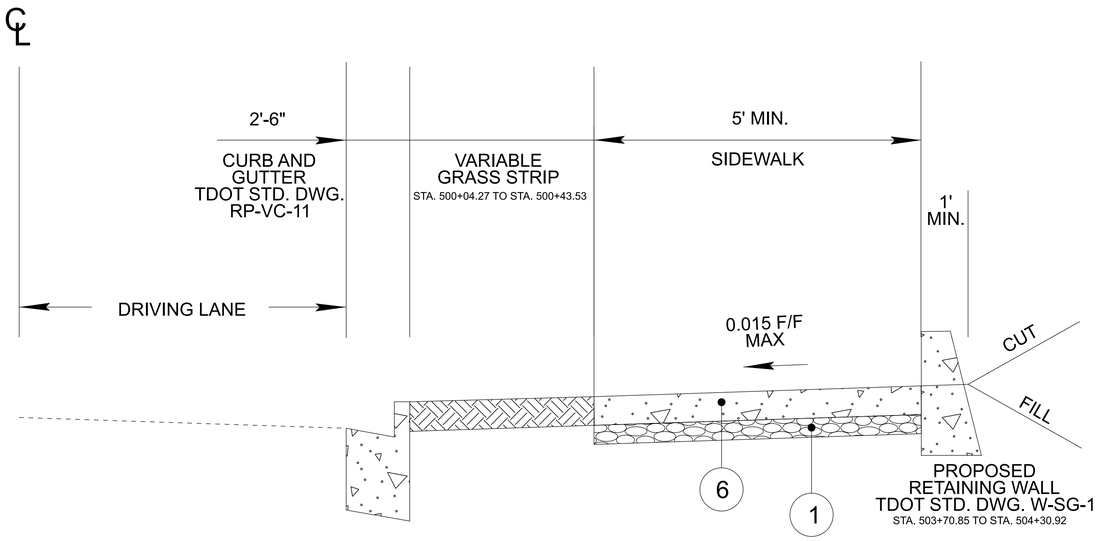
2B1



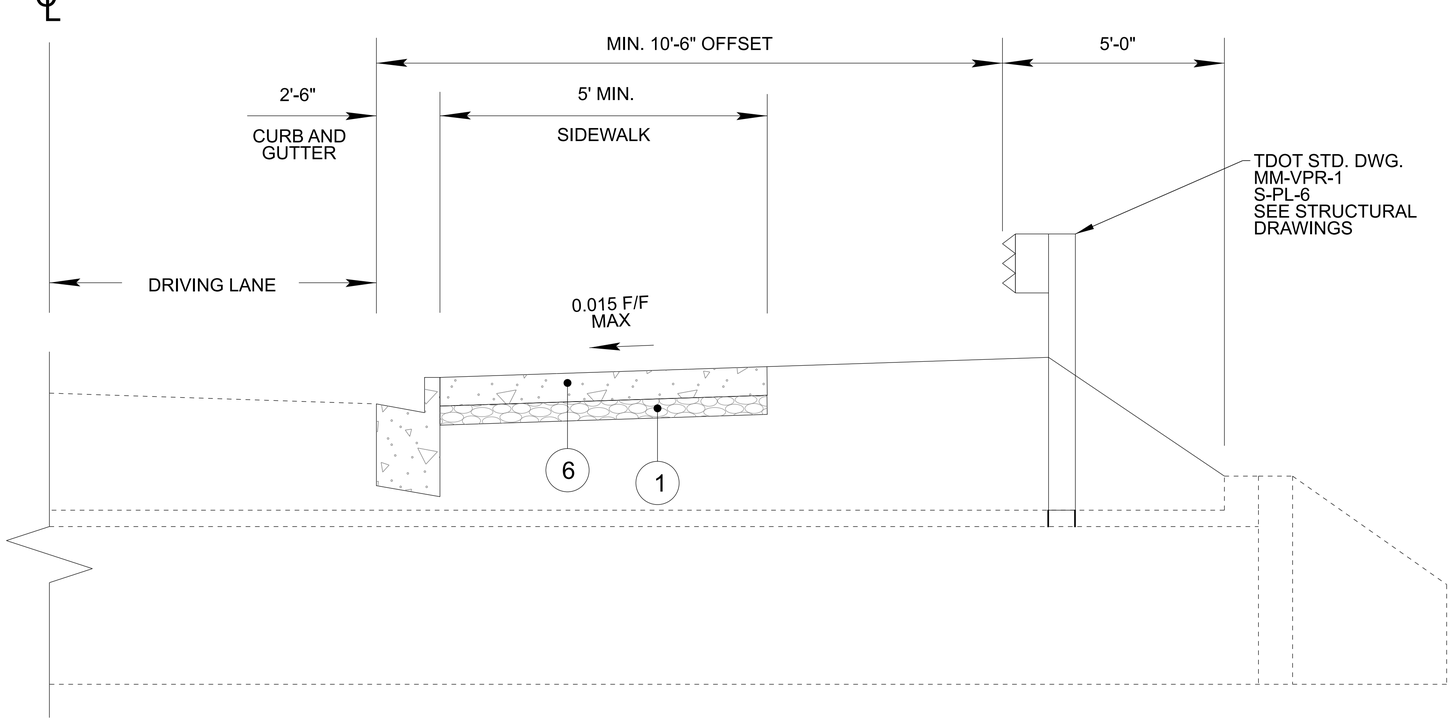
TYPICAL SIDEWALK CROSS-SECTION W/ EXISTING CURB AND GRASS STRIP

S.R. 33 MAYNARDVILLE PIKE (V=45)
(BASED ON TDOT STD. DWG. MM-TS-2)
STA. 403+46.82 TO STA. 414+44.03



TYPICAL SIDEWALK CROSS-SECTION

ANDERSONVILLE PIKE (V=30)
(BASED ON TDOT STD. DWG. MM-TS-2)
STA. 500+04.27 TO STA. 501+84.30
STA. 502+30.94 TO STA. 505+51.50



TYPICAL SIDEWALK ON VEHICULAR BRIDGE CROSS-SECTION

ANDERSONVILLE PIKE (V=30)
(BASED ON TDOT STD. DWG. S-PL-6)
STA. 501+84.30 TO STA. 502+30.94

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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TYPICAL SECTIONS AND PAVEMENT SCHEDULE

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P.M.	RJB
DRAWN	TAP
Q.C.	RJB

2B2

RIGHT-OF-WAY

(1) IT IS INTENDED THAT ALL BUILDINGS AND/OR PORTIONS OF BUILDINGS THAT ARE WITHIN THE PROPOSED RIGHT-OF-WAY AND/OR EASEMENT LINES FOR THE PROJECT BE REMOVED THERE FROM IN THE PROCESS OF RIGHT-OF-WAY ACQUISITION. IF ANY SUCH BUILDINGS OR IMPROVEMENTS ARE NOT REMOVED IN THE COURSE OF RIGHT-OF-WAY ACQUISITION, THE KNOX COUNTY ENGINEER TO BE NOTIFIED IN SUFFICIENT TIME TO PERMIT HAVING SUCH REMOVALS DESIGNATED AS A PART OF THE CONSTRUCTION CONTRACT.

(2) ALL RAMPS MUST CONFORM TO THE DEPARTMENT'S "POLICY ON FINANCING CONSTRUCTION OF PUBLIC ROAD INTERSECTIONS AND DRIVEWAYS ON HIGHWAY RESURFACING, RECONSTRUCTION AND CONSTRUCTION PROJECTS ON NEW LOCATIONS", THE MANUAL ON RULES AND REGULATIONS FOR CONSTRUCTING DRIVEWAYS ON STATE HIGHWAY RIGHT-OF-WAY, STANDARD DRAWING RP-R-1, AND OTHER ACCEPTED DESIGN AND SAFETY STANDARDS.

(3) EXISTING PAVED DRIVEWAY PER TRACT REMAINDER WILL BE REPLACED IN KIND TO A TOUCHDOWN POINT.

(4) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY EXCEEDS 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED TO A TOUCHDOWN POINT OR UNTIL THE GRADE IS LESS THAN 7 PERCENT.

(5) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY IS LESS THAN 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED A SHOULDER WIDTH FROM THE EDGE OF PAVEMENT AND THE REMAINDER OF THAT DRIVEWAY REPLACED IN KIND TO A TOUCHDOWN POINT.

(6) ANY NECESSARY PAVING OF DRIVEWAYS WILL BE DONE DURING PAVING OPERATIONS ON THE MAIN ROADWAY.

(7) TRACT REMAINDERS NOT HAVING AN EXISTING DRIVEWAY WILL BE PROVIDED ONE 50-FOOT OPENING IN THE ACCESS CONTROL FENCE AND A DRIVEWAY WILL BE CONSTRUCTED UNLESS ACCESS IS PROVIDED FROM AN INTERSECTING ROAD OR BASED ON PHYSICAL CONDITIONS AND/OR CONFLICTS WITH OTHER DESIGN CONSIDERATIONS WHICH PREVENT AN ACCESS OPENING. PAVING OF THESE NEW DRIVEWAYS WILL BE IN ACCORDANCE TO THE 7 PERCENT CRITERIA PREVIOUSLY MENTIONED FOR EXISTING DRIVEWAYS.

(8) NEW DRIVEWAYS PROVIDED IN THE PLANS WILL BE PAVED BASED ON THE 7 PERCENT CRITERIA. THOSE 7 PERCENT OR STEEPER IN GRADE WILL BE PAVED AND THOSE FLATTER THAN 7 PERCENT WILL BE COVERED WITH BASE STONE.

(9) ON PROJECTS WITHOUT CURB AND GUTTER THAT ARE ON STATE ROUTES, IT WILL BE THE RESPONSIBILITY OF THE OWNER TO SECURE A PERMIT AND TO CONSTRUCT ADDITIONAL DRIVEWAYS AND FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS.

(10) ON PROJECTS WITH CURB AND GUTTER THAT ARE ON STATE ROUTES, IT WILL BE THE RESPONSIBILITY OF THE OWNER TO SECURE A PERMIT. AFTER THE PERMIT HAS BEEN GRANTED, KNOX COUNTY WILL CONSTRUCT THE DRIVEWAY OR FIELD ENTRANCE THROUGH THE CURB AND SIDEWALK, PROVIDED THE CURB AND SIDEWALK HAVE NOT BEEN CONSTRUCTED. IT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONSTRUCT THE DRIVEWAY OR FIELD ENTRANCE FROM BACK OF SIDEWALK TO TOUCHDOWN POINT FOR ANY ADDITIONAL DRIVEWAYS OR FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS.

(11) ON NON-STATE ROUTES, ADDITIONAL DRIVEWAYS AND FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS SHALL REQUIRE A PERMIT ONLY IF THE LOCAL AGENCY SPECIFIES THE NEED FOR THAT PERMIT.

(12) EASEMENT REQUIRED FOR THE RAILROAD CROSSING IS TO BE OBTAINED BY THE UTILITIES ENGINEER BY PROVISIONS CONTAINED IN THE CROSSING AGREEMENT NEGOTIATED WITH THE RAILROAD.

UTILITY

(1) THE LOCATIONS OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THEREFORE, RELIANCE UPON THE TYPE, SIZE, AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION, AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) OR NOT MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.

(2) UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY THE UTILITY OR ITS REPRESENTATIVE. THE CONTRACTOR AND UTILITY OWNERS WILL BE REQUIRED TO COOPERATE WITH EACH OTHER IN ORDER TO EXPEDITE THE WORK REQUIRED BY THIS CONTRACT. ON CONTRACTS WHERE CONSTRUCTION STAKES, LINES, AND GRADES ARE CONTRACT ITEMS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE RIGHT-OF-WAY OR SLOPE STAKES, DITCH OR STREAM BED GRADES, OR OTHER ESSENTIAL SURVEY STAKING TO PREVENT CONFLICTS WITH THE HIGHWAY CONSTRUCTION. FREQUENTLY, THIS WILL BE REQUIRED AS THE FIRST ITEM OF WORK AND AT ANY LOCATION ON THE PROJECT DIRECTED BY THE ENGINEER.

(3) THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.

(4) PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND CLEAR CUTTING IS NECESSARY FOR A UTILITY RELOCATION. ANY ADDITIONAL COST WILL BE INCLUDED IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.

(5) THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-106. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC AT 1-800-351-1111 WILL BE REQUIRED.

UTILITY OWNERS

CABLE:

COMCAST
5720 ASHEVILLE HWY
KNOXVILLE, TN, 37924
CONTACT: Joshua Jones
OFFICE PHONE: 865 862 5061
Email: Joshua.jones@comcast.com

ELECTRIC:

KUB
P.O. BOX 59017
KNOXVILLE, TN, 37950
CONTACT: JAMES W. WAGNER
OFFICE PHONE: 865 558 2407
Email: James.Wagner@kub.org

GAS:

KUB
P.O. BOX 59017
KNOXVILLE, TN, 37950
CONTACT: AARON BOTT
OFFICE PHONE: 865 558 2577
CELL PHONE: 423 341 2565
Email: Aaron.Bott@kub.org

TELEPHONE:

AT&T
9733 PARKSIDE DR
KNOXVILLE, TN, 37922
CONTACT: JAY FRAZIER
CELL PHONE: 865 387 2685
Email: Jf092g@att.com

TELEPHONE:

TDS TELECOM
10201UPPER RIDGE WAY
KNOXVILLE, TN, 37932
CONTACT: JASON WALKER
OFFICE PHONE: 865 925 9730
CELL PHONE: 865 740 4269
Email: Jason.walker@tdstelecom.com

TELEPHONE:

MCI
603 WAREHOUSE PARK LN
KNOXVILLE, TN 37932
CONTACT: STANLEY M. MAJKA
CELL PHONE: 615 428 4943
Email: Stanley.m.majka@verizon.com

WATER/SEWER:

HALLSDALE POWELLUTILITY DISTRICT
P.O. BOX 5199
KNOXVILLE, TN, 37928-0199
CONTACT: DARREN CARDWELL
OFFICE PHONE: DCardwell@hpud.org

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

RIGHT-OF-WAY NOTES, UTILITY NOTES, AND UTILITY OWNERS

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

DISTURBED AREA		
IN BETWEEN SLOPE LINES	2.57	(AC)
15 FOOT WIDE STRIP (OUT SIDE SLOPE LINES)	2.37	(AC)
TOTAL DISTURBED AREA	4.94	(AC)
TOTAL PROJECT AREA	4.94	(AC)

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE BOOK	DEED DOCUMENT REFERENCE PAGE	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT(1)	SLOPE	CONSTRUCTION(2)	AIR RIGHTS
1	Knox County	038 F "A"	012	20101222	0038433		11.000	11.000					11.000	0.148		0.233	
~~2~~	~~Hallsdale-Powell Utility District~~	~~038 F "A"~~	~~013~~	~~20120216~~	~~0045282~~		~~12.000~~	~~12.000~~					~~12.000~~				
3	Net Lease Funding 2005, LP	038	13704	20050324	0075362		2.240	2.240					2.240	0.135		0.280	
4	Knoxville-Maynardville	038	137	20030807	0016100		19.720	19.720					19.720	0.266		0.100	
~~5~~	~~Arnox Associates~~	~~038~~	~~13702~~	~~1581~~	~~346~~												
~~6~~	~~Steven A. Dringenberg Trust~~	~~038~~	~~13703~~	~~20210618~~	~~0104090~~		~~1.000~~	~~1.000~~					~~1.000~~				
7	Northside Square Association, Inc.	038K "C"	01703	1796	1113		2.180	2.180		164 S.F.	164 S.F.		2.176			377 S.F.	
8	Boghani Properties, LLC	038K "C"	017	20230414	0055569		1.810	1.810		449 S.F.	449 S.F.		1.800			852 S.F.	
9	Knox County	038	13304	2318	401		13.900	13.900					13.900			2001 S.F.	
~~10~~	~~Knox County~~	~~038~~	~~13303~~	~~20000828~~	~~0014309~~		~~3.380~~	~~3.380~~					~~3.380~~				
11	Suntrust Service Corp.	038	135	20000425	0027399		1.910	1.910					1.910			1932 S.F.	

1) PERMANENT EASEMENTS ARE USED FOR GREENWAY EASEMENTS
2) AREA FOR WORKING OUTSIDE PERMANENT EASEMENTS AND RIGHT-OF-WAY

REVISIONS	DATE
REVISED PROPERTY MAP AREAS	3-4-2025
UPDATED TRACT 1 PERM. ESMT.	5-8-2025

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

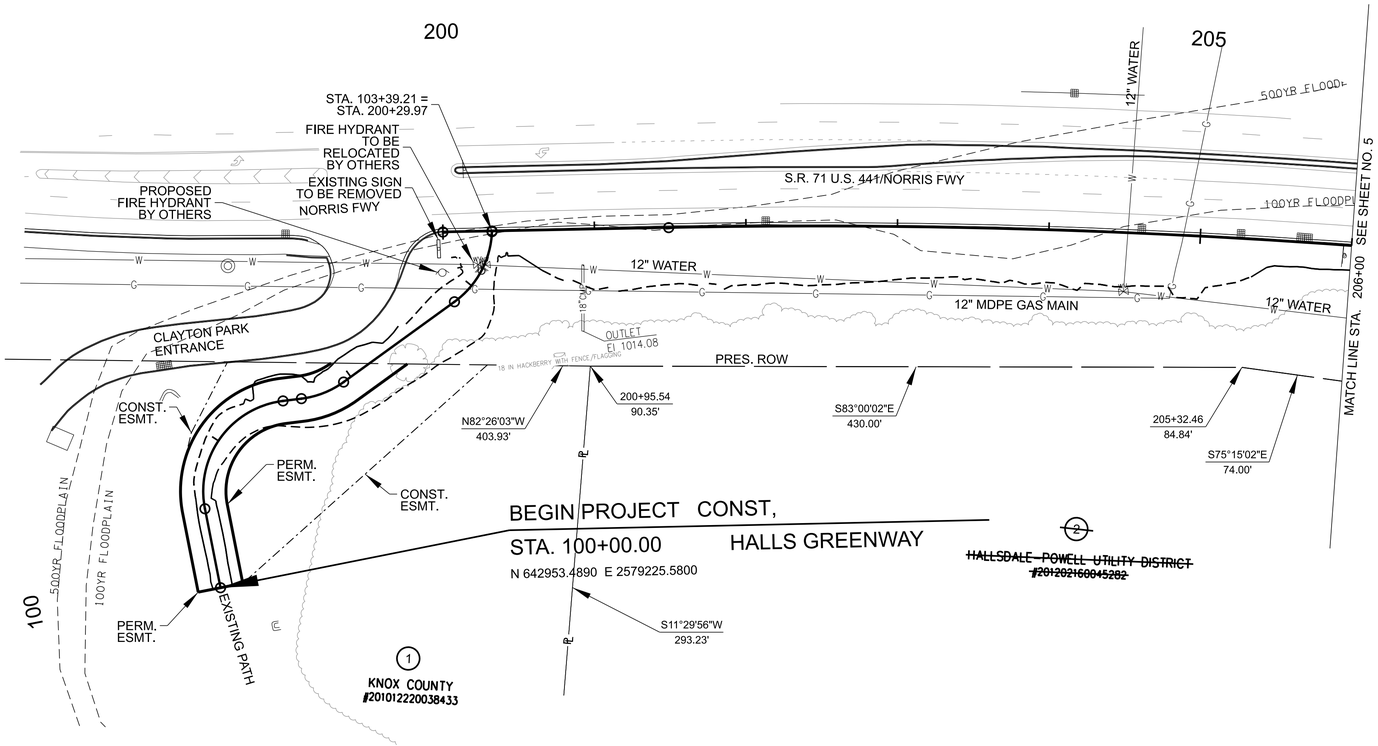
PROPERTY MAP AND ROW ACQUISITION TABLE

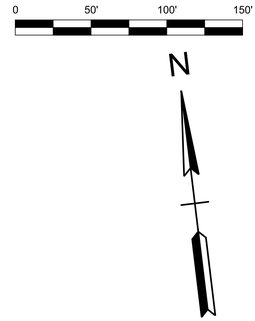
CCI PROJECT NO.	00263-0112
DATE	2/28/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

3A

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY PROPERTY MAP SHT.DGN

CURVE		CURVE		CURVE		CURVE	
PI	101+17.59	PI	101+79.38	PI	103+13.65	PI	204+46.40
N	643070.7526	N	643070.9959	N	643136.4516	N	643124.0242
E	2579216.8367	E	2579309.0067	E	2579426.9979	E	2579843.6009
Δ	94°06'46" RT.	Δ	28°52'05" LT.	Δ	51°52'22" LT.	Δ	06°56'47" RT.
D	95°29'35"	D	95°29'35"	D	95°29'35"	D	01°10'09"
R	60.00'	R	60.00'	R	60.00'	R	4900.00'
L	98.55'	L	30.23'	L	54.32'	L	594.05'
T	64.47'	T	15.44'	T	29.18'	T	297.39'
LC	87.84'	LC	29.91'	LC	52.48'	LC	593.69'
BC	N42°47'32.3"E	BC	N75°24'52.9"E	BC	N35°02'39.3"E	BC	S80°45'27.8"E
SE	FT/FT	SE	FT/FT	SE	FT/FT	SE	FT/FT
TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'
DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH





REVISIONS	DATE
UPDATED TRACT 1 PERM. ESMT.	5-8-25

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PROJECT:

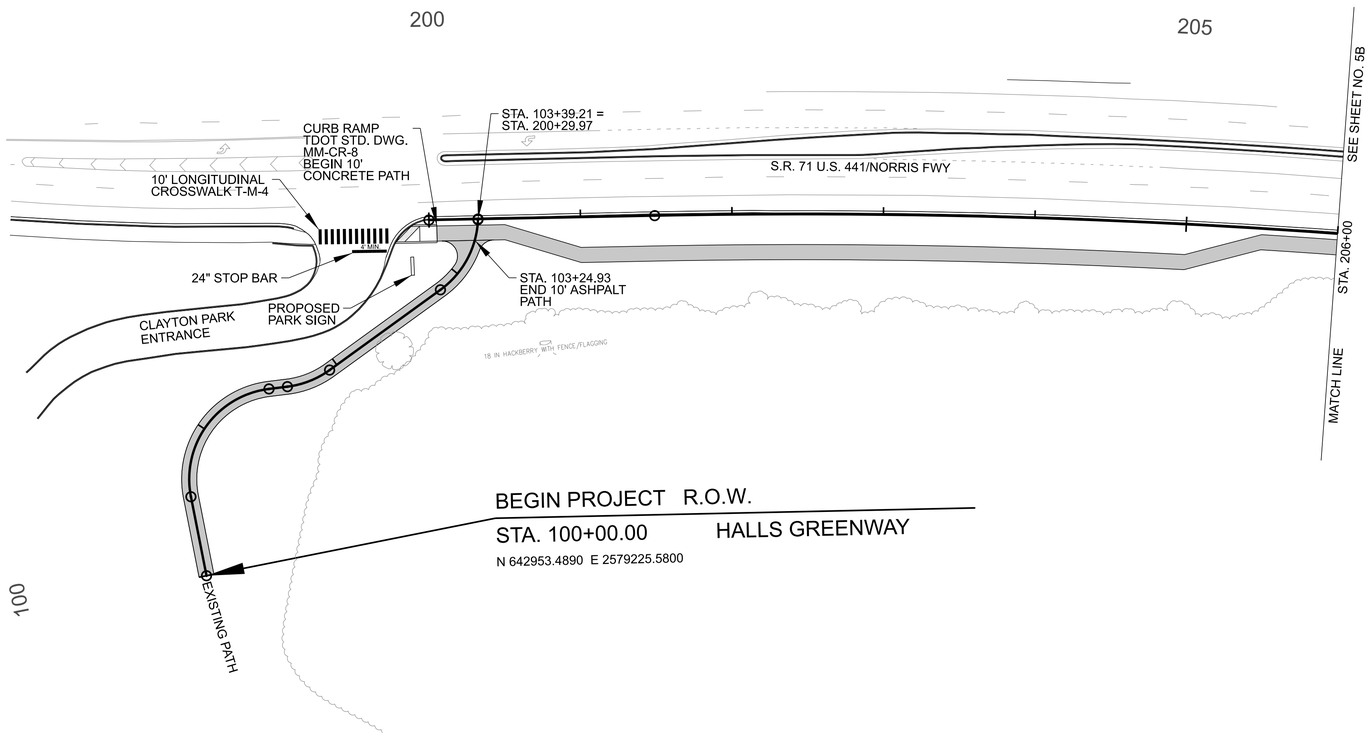
PIN 132052.00
HALLS GREENWAY CONNECTOR

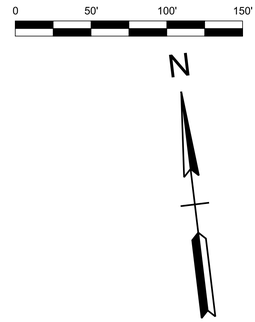
PRESENT LAYOUT
STA. 100+00 TO STA. 206+00

CCI PROJECT NO.	00263-0112
DATE	2/28/2025
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

4

$$$$DATE$$$$$$$$$$$TIME$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY PRESENT LAYOUT SHT.DGN





REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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PROJECT:

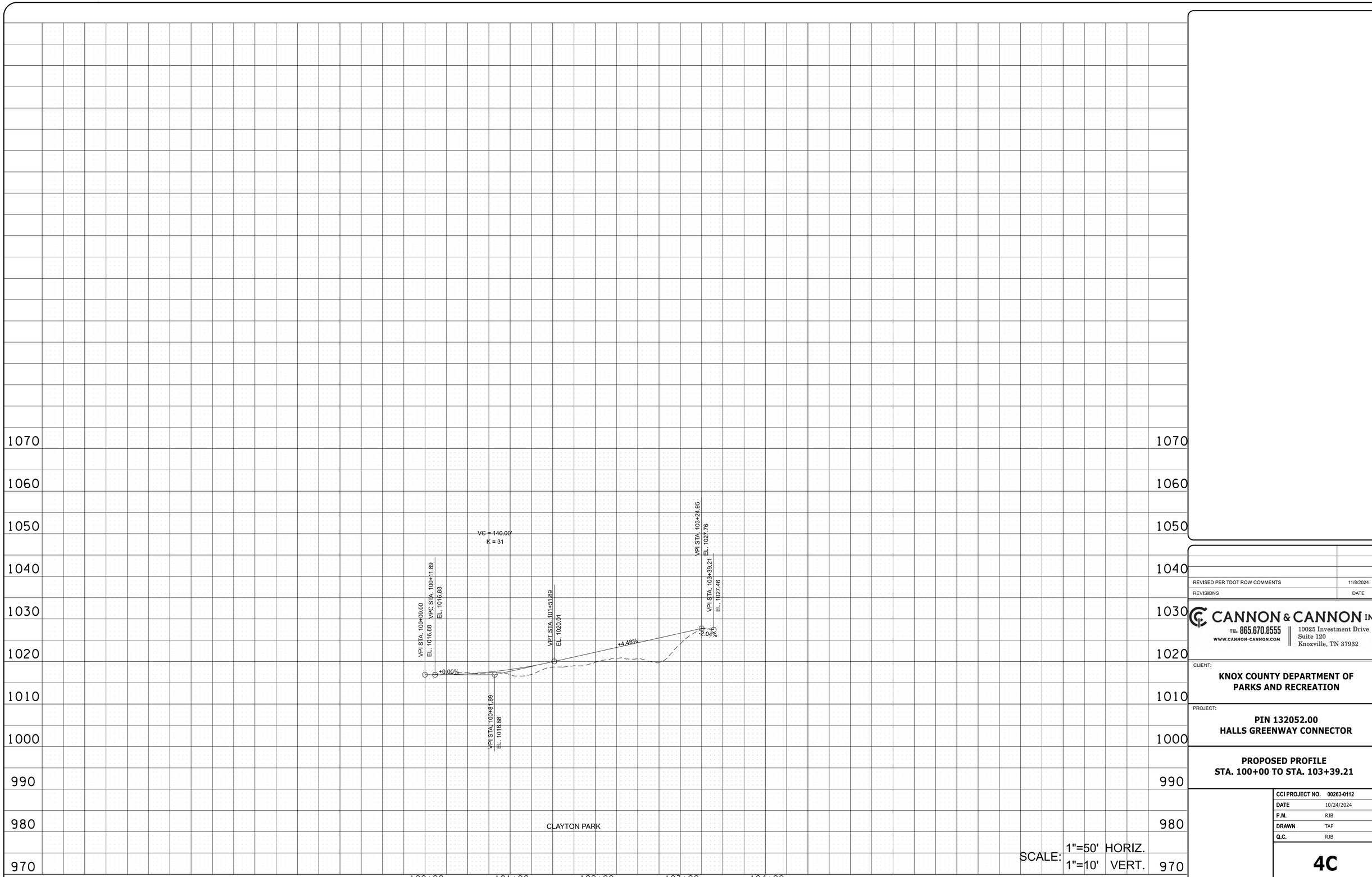
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 100+00 TO STA. 206+00

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

4B

$$$$DATE$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATIONROW\00263_0112 HALLS GREENWAY PROPOSED LAYOUT SHT.DGN



SCALE: 1"=50' HORIZ.
1"=10' VERT.

REVISIONS	DATE
REVISED PER TDOT ROW COMMENTS	11/8/2024

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HALLS GREENWAY CONNECTOR

PROPOSED PROFILE
STA. 100+00 TO STA. 103+39.21

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

4C

$$$$DATE$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATIONROW\00263_0112 HALLS GREENWAY PROFILE SHT.DGN

1120
1110
1100
1090
1080
1070
1060
1050
1040
1030
1020
1010
1000
990
980
970
960
950
940
930
920

MATCH EXISTING

SEE SHEET NO. 5C

STA. 206+00

MATCH LINE

S.R. 71 U.S. 441/NORRIS FWY

200+00 201+00 202+00 203+00 204+00 205+00 206+00

SCALE: 1"=50' HORIZ.
1"=10' VERT.

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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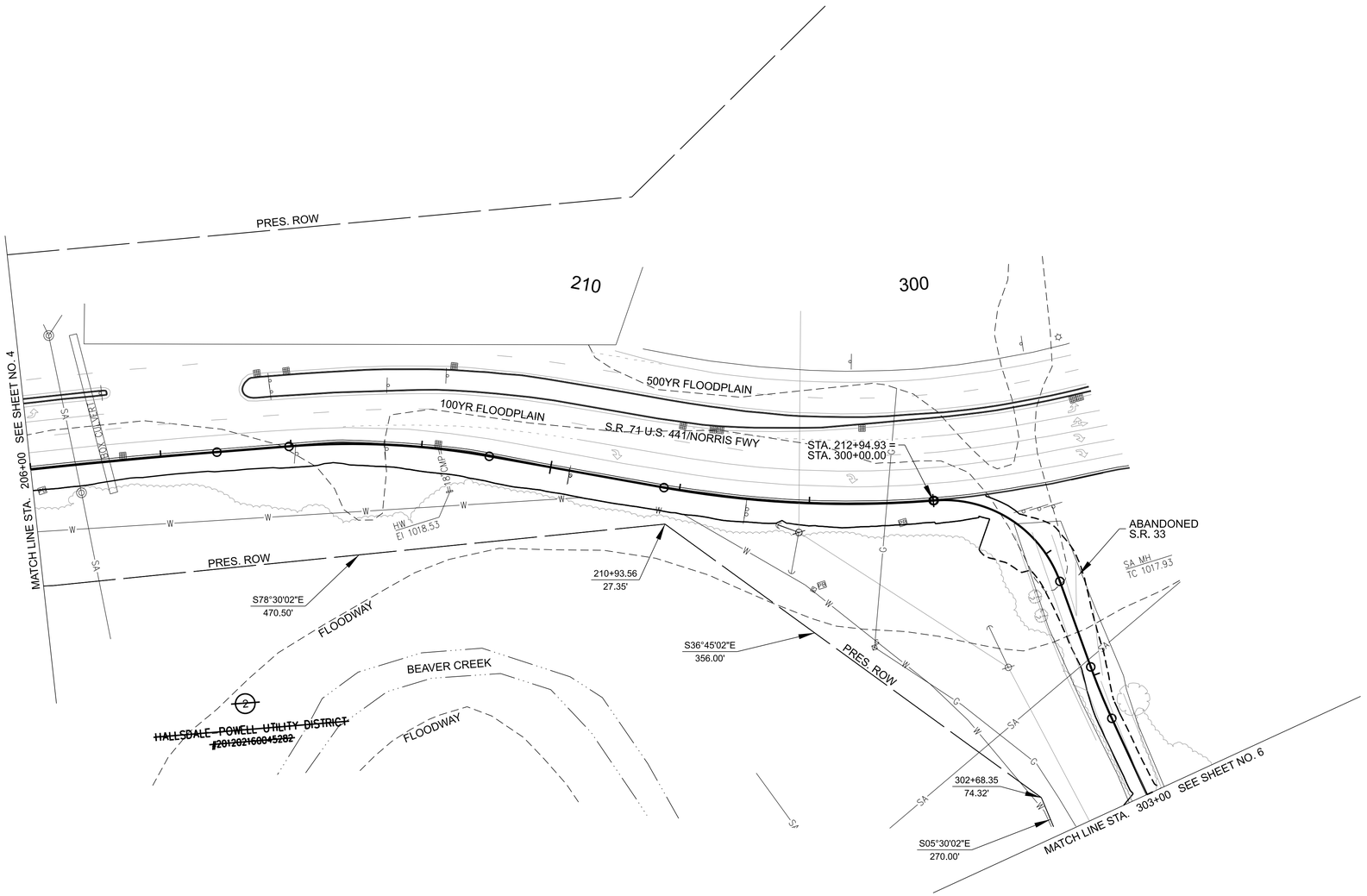
PROPOSED PROFILE
STA. 200+00 TO STA. 206+00

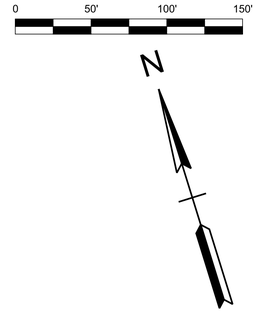
CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

4D

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY PROFILE SHT.DGN

CURVE		CURVE		CURVE		CURVE	
PI	208+75.73	PI	211+92.07	PI	300+72.73	PI	302+14.52
N	643029.3645	N	642883.3782	N	642844.9648	N	642682.1734
E	2580263.1121	E	2580544.7087	E	2580717.2352	E	2580724.5531
Δ	14°41'16" RT.	Δ	14°49'01" LT.	Δ	74°57'15" RT.	Δ	04°51'13" LT.
D	09°32'57"	D	07°09'43"	D	60°57'11"	D	11°24'27"
R	600.00'	R	800.00'	R	94.00'	R	502.27'
L	153.81'	L	206.88'	L	122.97'	L	42.55'
T	77.33'	T	104.02'	T	72.07'	T	21.29'
LC	153.39'	LC	206.31'	LC	114.39'	LC	42.54'
BC	S69°56'26.3"E	BC	S70°00'18.5"E	BC	S40°01'10.3"E	BC	S05°01'42.8"E
SE	FT/FT	SE	FT/FT	SE	FT/FT	SE	FT/FT
TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'
DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH





REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

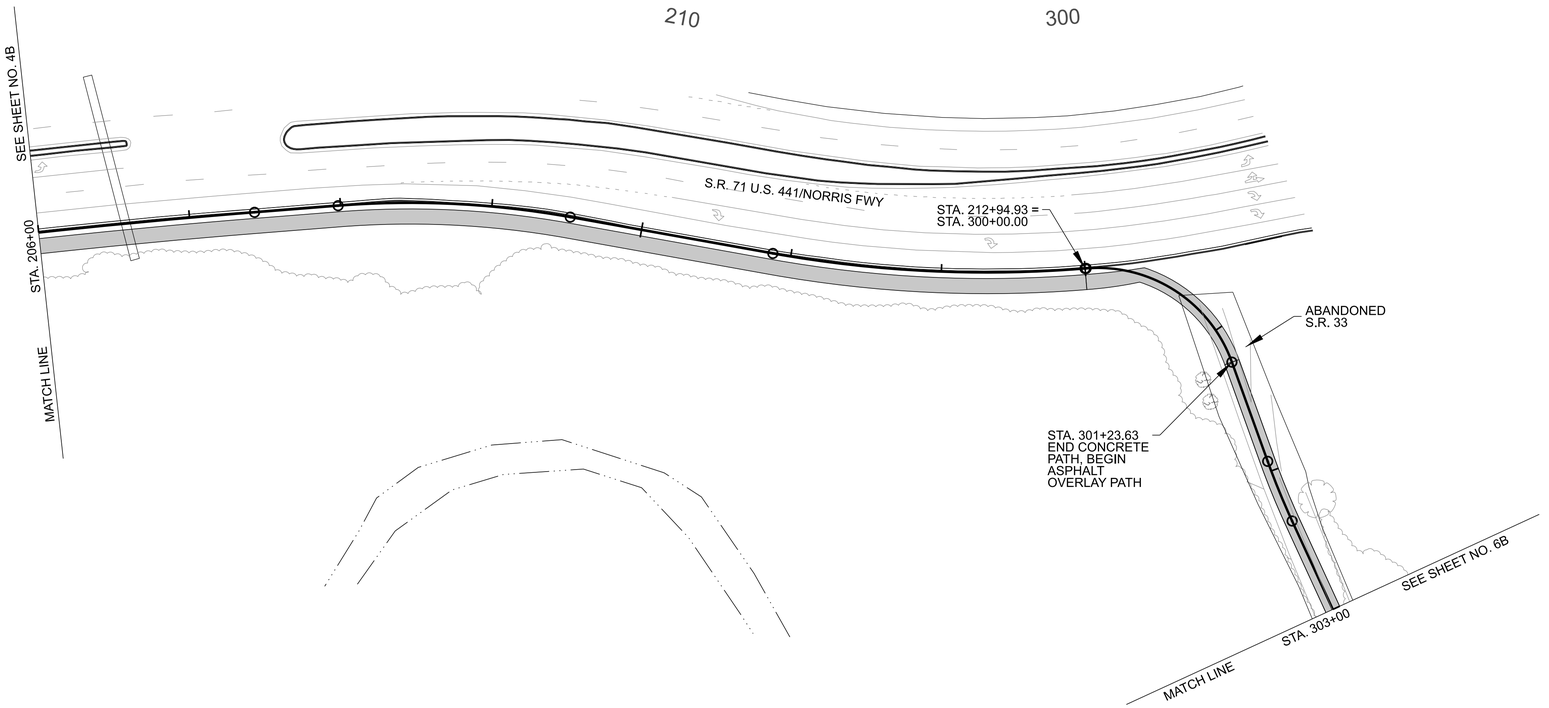
PIN 132052.00
HALLS GREENWAY CONNECTOR

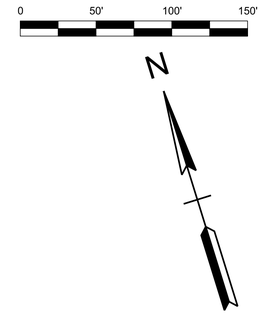
PRESENT LAYOUT
STA. 206+00 TO STA. 303+00

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

5

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112\DGN\00263_0112 HALLS GREENWAY PLAN.DGN





REVISED PER TDOT ROW COMMENTS	11/8/2024
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PROPOSED LAYOUT
STA. 206+00 TO STA. 303+00

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
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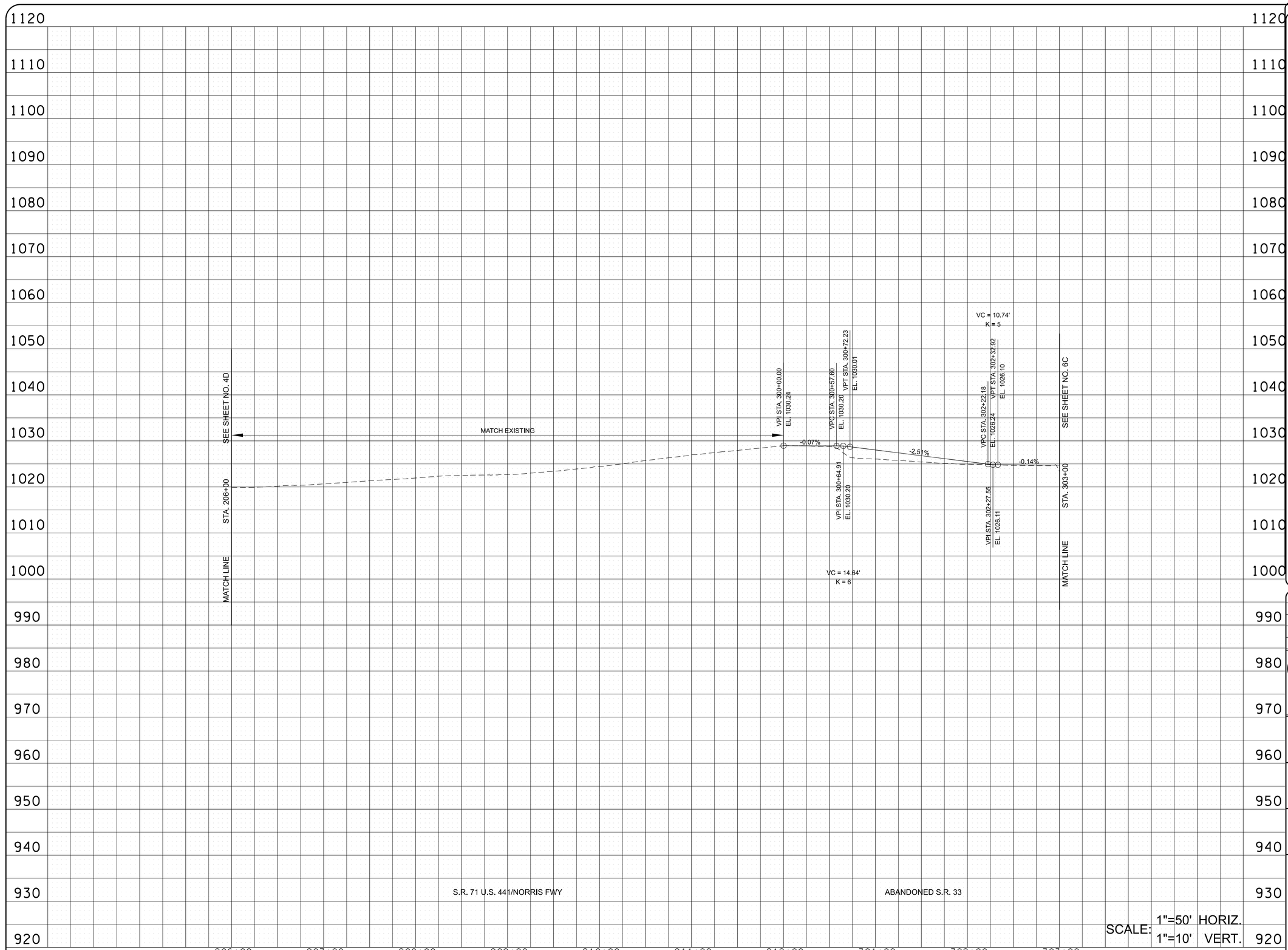
5B

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY PLAN.DGN



SCALE: 1"=50' HORIZ.
1"=10' VERT.

REVISIONS	DATE
REVISED PER TDOT ROW COMMENTS	11/8/2024

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PROPOSED PROFILE
STA. 206+00 TO STA. 303+00

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

5C

$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112\DGN\00263_0112 HALLS GREENWAY PROFILE SHT.DGN

CURVE	
PI	305+45.05
N	641065.3850
E	2580936.0195
Δ	175°26'04" LT.
D	104°10'27"
R	55.00'
L	168.40'
T	1379.68'
LC	109.91'
BC	N84°49'53.0"E
SE	FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH

CURVE	
PI	307+06.08
N	642515.5384
E	2580862.9187
Δ	95°54'37" RT.
D	190°59'09"
R	30.00'
L	50.22'
T	33.27'
LC	44.56'
BC	N45°04'09.8"E
SE	FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH

CURVE	
PI	307+78.15
N	642510.8754
E	2580951.1703
Δ	35°40'29" LT.
D	190°59'09"
R	30.00'
L	18.68'
T	9.65'
LC	18.38'
BC	N75°11'14.0"E
SE	FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH

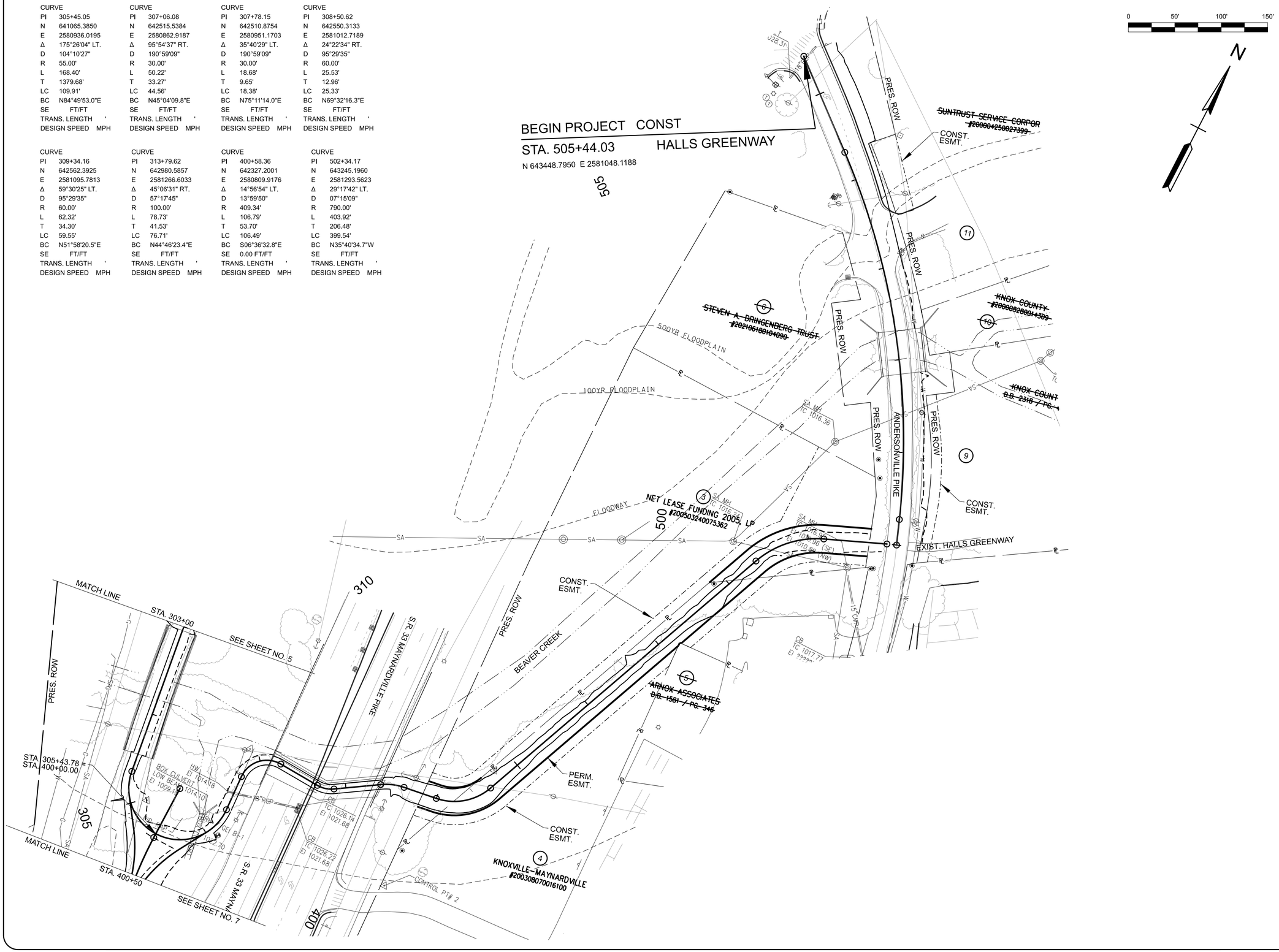
CURVE	
PI	308+50.62
N	642550.3133
E	2581012.7189
Δ	24°22'34" RT.
D	95°29'35"
R	60.00'
L	25.53'
T	12.96'
LC	25.33'
BC	N69°32'16.3"E
SE	FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH

CURVE	
PI	309+34.16
N	642562.3925
E	2581095.7813
Δ	59°30'25" LT.
D	95°29'35"
R	60.00'
L	62.32'
T	34.30'
LC	59.55'
BC	N51°58'20.5"E
SE	FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH

CURVE	
PI	313+79.62
N	642980.5857
E	2581266.6033
Δ	45°06'31" RT.
D	57°17'45"
R	100.00'
L	78.73'
T	41.53'
LC	76.71'
BC	N44°46'23.4"E
SE	FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH

CURVE	
PI	400+58.36
N	642327.2001
E	2580809.9176
Δ	14°56'54" LT.
D	13°59'50"
R	409.34'
L	106.79'
T	53.70'
LC	106.49'
BC	S06°36'32.8"E
SE	0.00 FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH

CURVE	
PI	502+34.17
N	643245.1960
E	2581293.5623
Δ	29°17'42" LT.
D	07°15'09"
R	790.00'
L	403.92'
T	206.48'
LC	399.54'
BC	N35°40'34.7"W
SE	FT/FT
TRANS. LENGTH	'
DESIGN SPEED	MPH



REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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CLIENT:

KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

PIN 132052.00
HALLS GREENWAY CONNECTOR

PRESENT LAYOUT
STA. 303+00 TO STA. 505+44.03

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

6

$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY PRESENT LAYOUT SHT.DGN

0 50' 100' 150'

N

END PROJECT CONST
STA. 505+44.03 HALLS GREENWAY
N 643448.7950 E 2581048.1188

END PROJECT NO. ROW
STA. 504+28.05 HALLS GREENWAY
N 643374.7439 E 2581137.3767

SUNTRUST SERVICE CORPOR
#200004250027399

STEVEN A. DRINGENBERG TRUST
#202106180104990

NET LEASE FUNDING 2005, LP
#200503240075362

ARNOX ASSOCIATES
D.B. 1581 / PG. 346

KNOXVILLE-MAYNARDVILLE
#200308070016100

KNOX COUNTY
#200008280041309

KNOX COUNT
D.B. 2318 / PG. 4

ANDERSONVILLE PIKE

EXIST. HALLS GREENWAY

S.R. 33 MAYNARDVILLE PIKE

BEAVER CREEK

PROP. GREENWAY ESMT.

EX. PROP. AND PERM. ESMT.

PERM. ESMT.

CONST. ESMT.

PRES. ROW

505

500

310

305

400

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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PROJECT:
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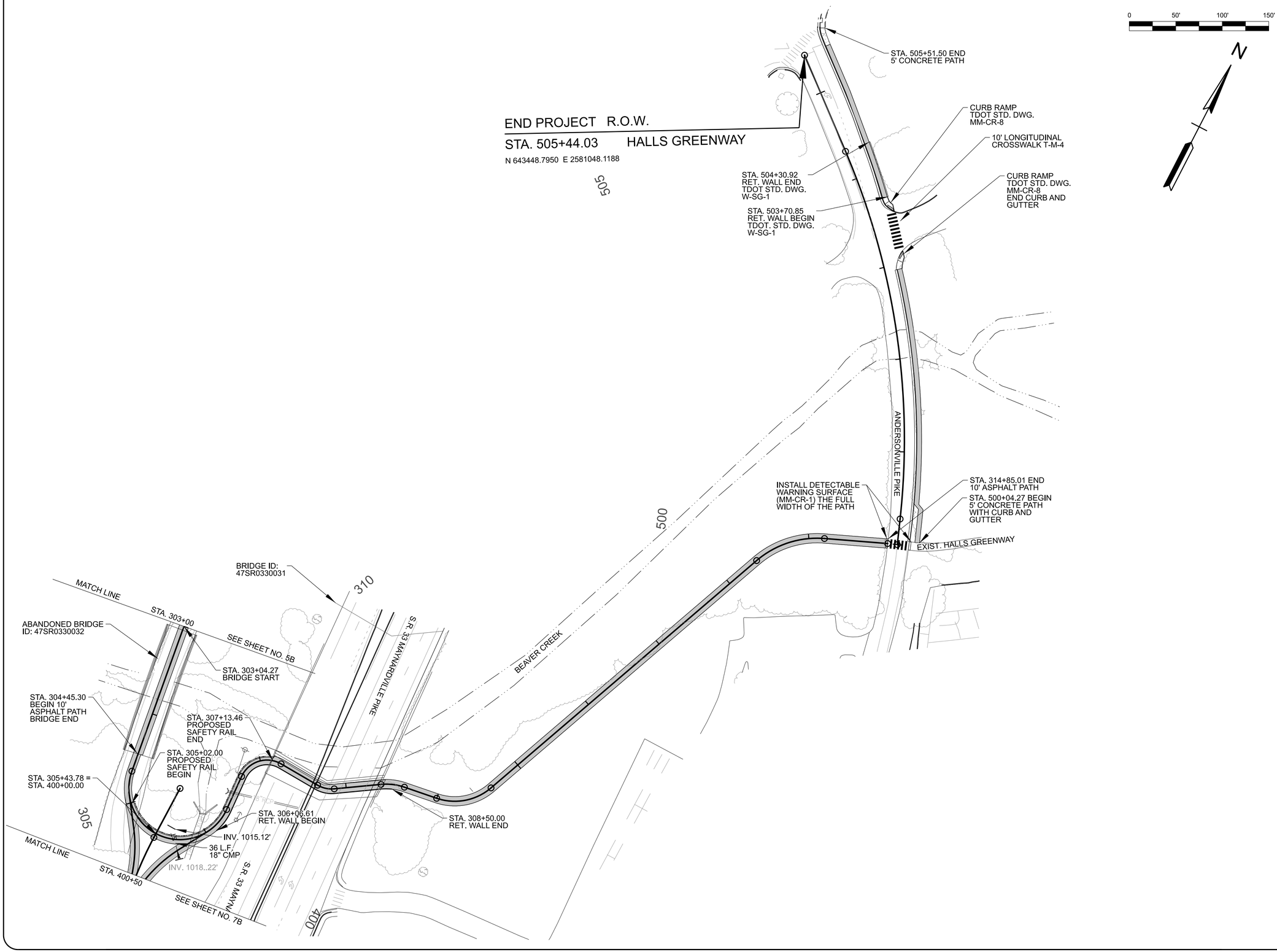
HALLS GREENWAY CONNECTOR

RIGHT OF WAY DETAILS
STA. 303+00 TO STA. 505+44.03

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

6A

$$$$DATE$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATIONROW\00263_0112 HALLS GREENWAY ROW DETAILS SHT.DGN



REVISED PER TDOT ROW COMMENTS	11/8/2024
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PROPOSED LAYOUT
STA. 303+00 TO STA. 505+44.03

CCI PROJECT NO.	00263-0112
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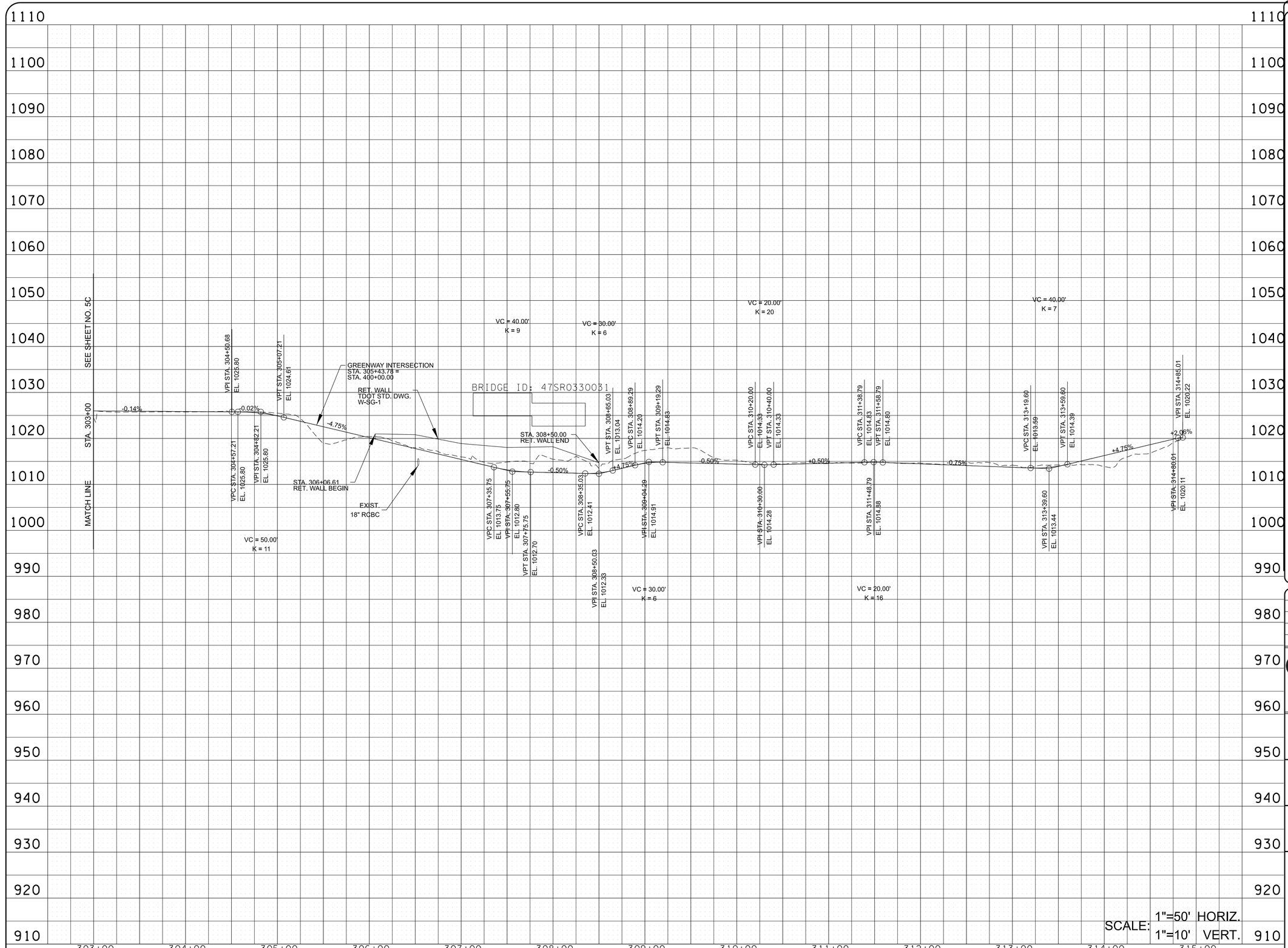
6B

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY PROPOSED LAYOUT SHT.DGN



SCALE: 1"=50' HORIZ.
1"=10' VERT.

REVISED PER TDOT ROW COMMENTS	11/8/2024
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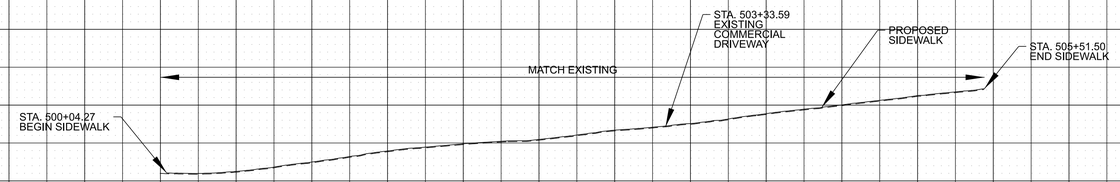
PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED PROFILE
STA. 303+00 TO STA. 314+85.01

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

6C

$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY PROFILE SHT.DGN



1110 1100 1090 1080 1070 1060 1050 1040 1030 1020 1010 1000 990 980 970 960 950 940 930 920

500+00 501+00 502+00 503+00 504+00 505+00 506+00

ANDERSONVILLE PIKE

REVISIONS	DATE
REVISED PER TDOT ROW COMMENTS	11/8/2024

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

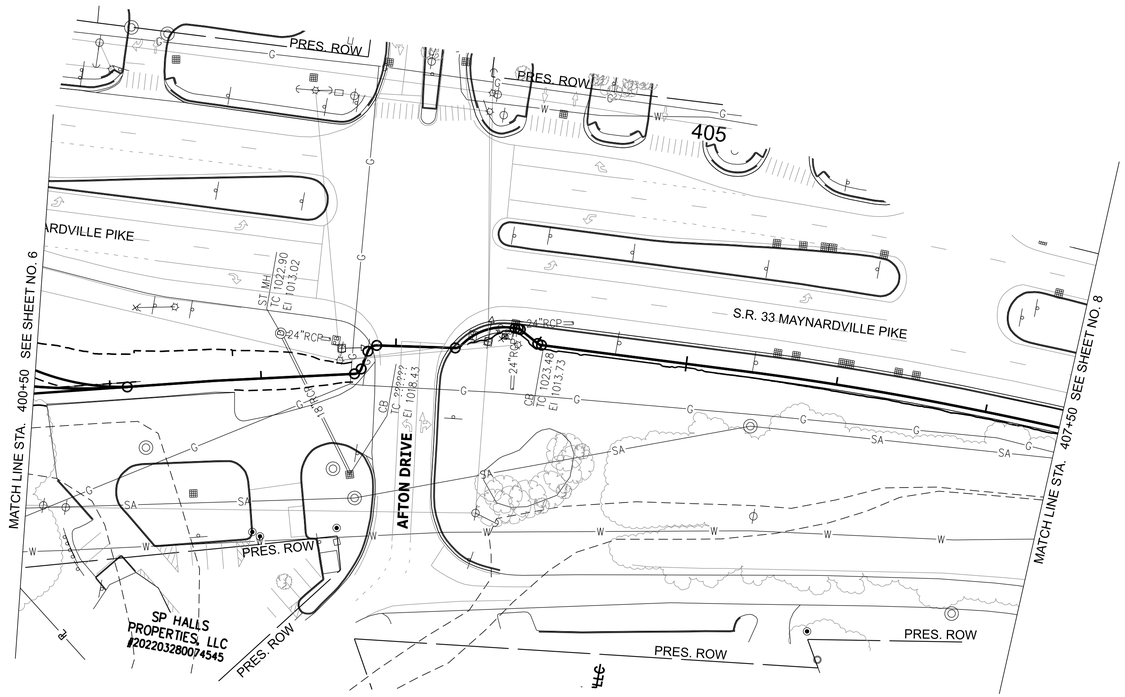
PROPOSED PROFILE
STA. 500+00 TO STA. 505+44.03

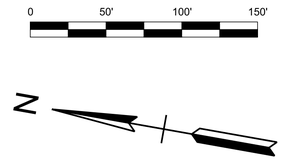
CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

6D

$$$$DATE$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112\DGN\ROW\00263_0112 HALLS GREENWAY PROFILE SHT.DGN

CURVE		CURVE		CURVE		CURVE		CURVE		CURVE		CURVE	
PI	400+58.36	PI	402+64.92	PI	402+84.20	PI	403+41.48	PI	403+85.37	PI	403+64.79	PI	404+02.30
N	642327.2001	N	642125.7927	N	642122.0499	N	642064.2502	N	642027.0446	N	642051.2725	N	642012.1491
E	2580809.9176	E	2580858.3831	E	2580878.0611	E	2580886.4003	E	2580905.9156	E	2580906.0860	E	2580897.7792
Δ	14°56'54" LT.	Δ	66°20'26" LT.	Δ	71°01'16" RT.	Δ	48°23'45" LT.	Δ	32°16'04" RT.	Δ	57°33'23" RT.	Δ	31°19'54" LT.
D	13°59'50"	D	65°54'56"	D	234°55'47"	D	65°54'56"	D	240°56'14"	D	147°31'41"	D	65°54'56"
R	409.34'	R	5.00'	R	6.00'	R	5.00'	R	2.81'	R	38.84'	R	5.00'
L	106.79'	L	5.79'	L	7.44'	L	4.22'	L	1.58'	L	39.01'	L	2.73'
T	53.70'	T	3.27'	T	4.28'	T	2.25'	T	0.81'	T	21.33'	T	1.40'
LC	106.49'	LC	5.47'	LC	6.97'	LC	4.10'	LC	1.56'	LC	37.39'	LC	2.70'
BC	S06°36'32.8"E	BC	S46°03'37.9"E	BC	S43°43'13.1"E	BC	S32°24'27.6"E	BC	S12°30'39.6"W	BC	S27°49'38.3"E	BC	S12°58'44.2"W
SE	0.00 FT/FT	SE	0.00 FT/FT	SE	0.00 FT/FT	SE	0.00 FT/FT	SE	0.00 FT/FT	SE	0.00 FT/FT	SE	0.00 FT/FT
TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'	TRANS. LENGTH	'
DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH	DESIGN SPEED	MPH





REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:

KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

PIN 132052.00
HALLS GREENWAY CONNECTOR

PRESENT LAYOUT
STA. 400+50 TO STA. 407+50

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

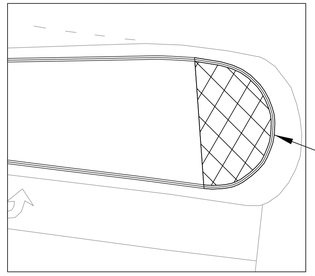
7

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY PRESENT LAYOUT SHT.DGN

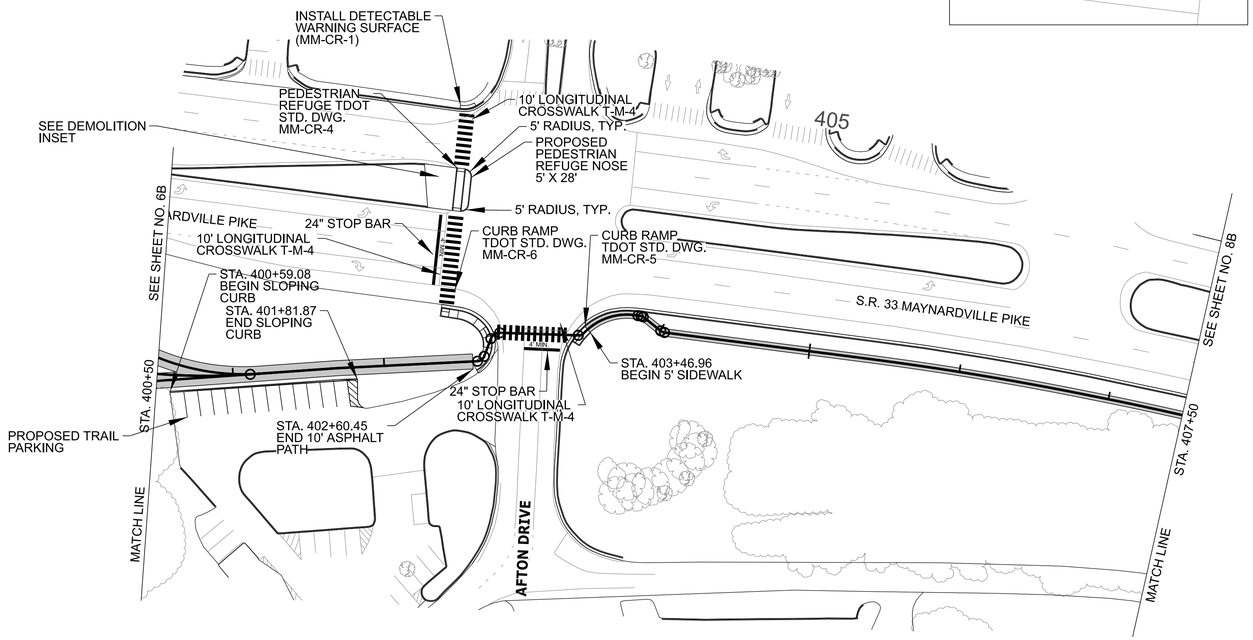
0 50' 100' 150'

N

DEMOLITION INSET



SAWCUT AND REMOVE EXISTING CONCRETE MEDIAN NOSE AND CURB



REVISED PER TDOT ROW COMMENTS	11/8/2024
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PROJECT:

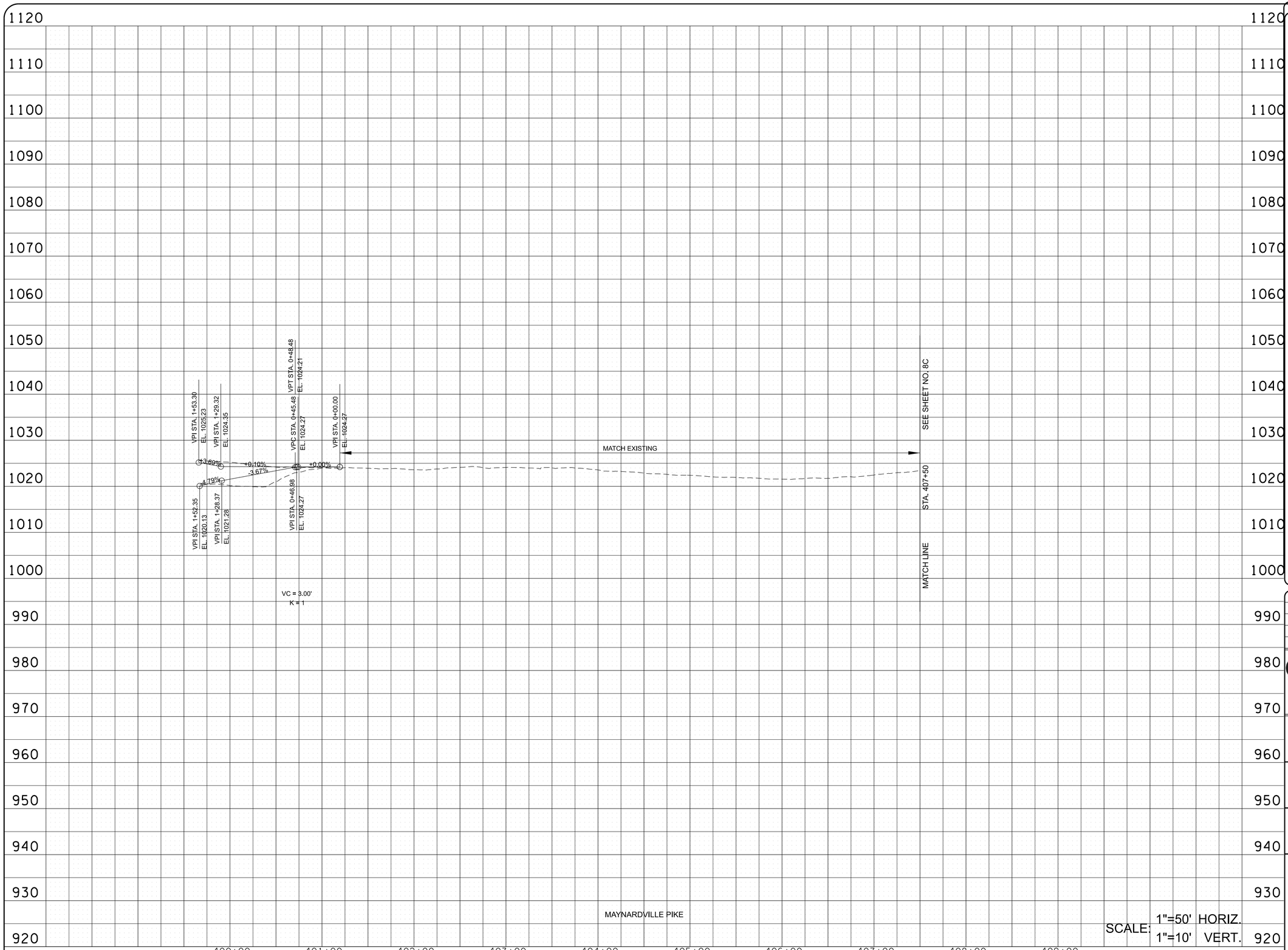
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 400+50 TO STA. 407+50

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

7B

$$$$DATE$$$$$$$$$$TIME$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY PROPOSED LAYOUT SHT.DGN



REVISIONS	DATE
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KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

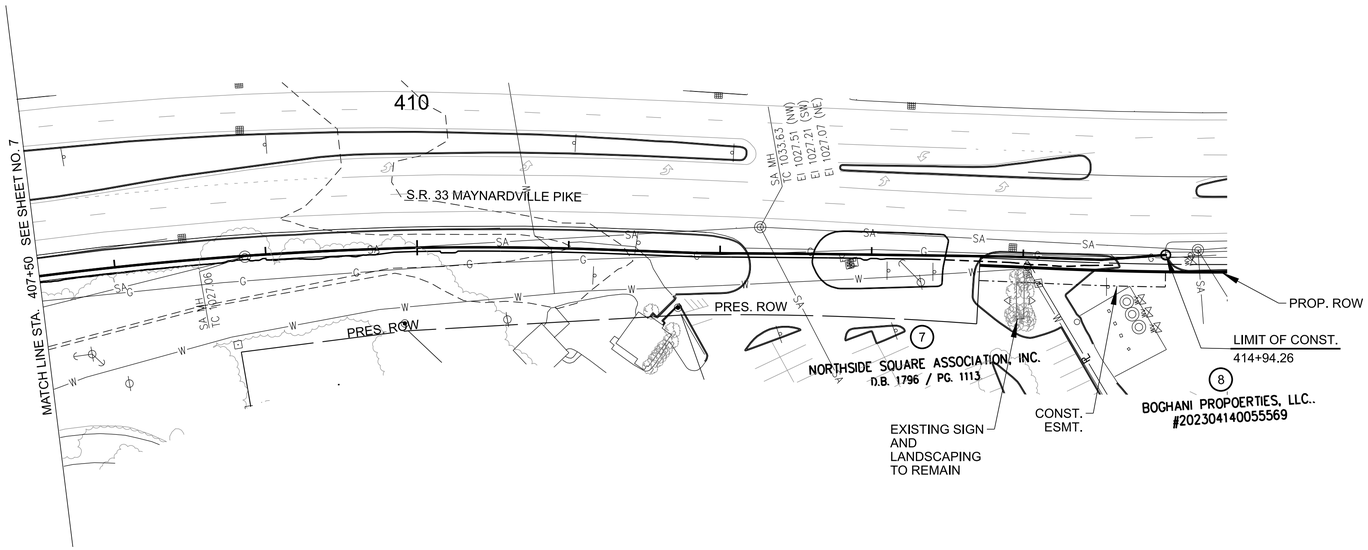
PROPOSED PROFILE
STA. 399+60.60 TO STA. 407+50

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

7C

SCALE: 1"=50' HORIZ.
1"=10' VERT.

$$$$DATE$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112IDGN\00263_0112 HALLS GREENWAY PROFILE SHT.DGN



0 50' 100' 150'

N

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

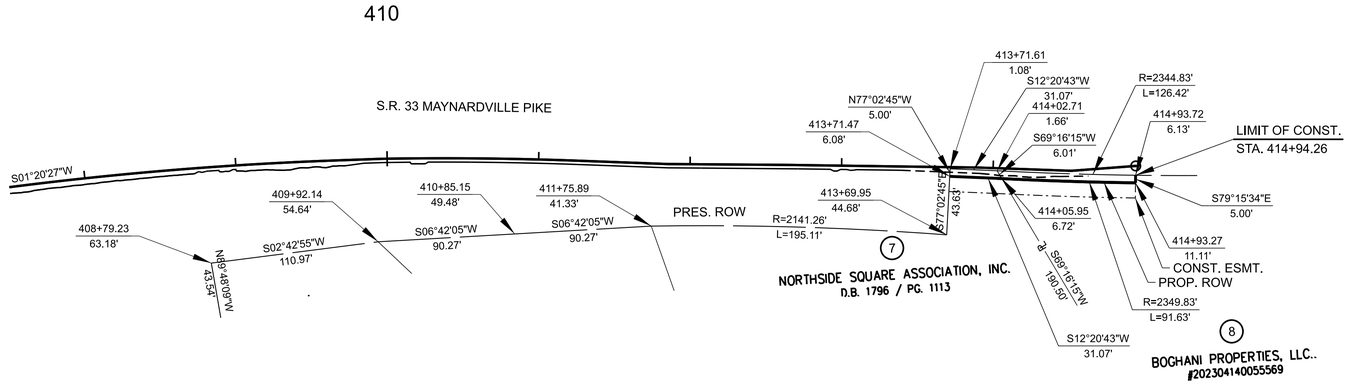
PIN 132052.00
HALLS GREENWAY CONNECTOR

PRESENT LAYOUT
STA. 407+50 TO STA. 414+94.26

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

8

$$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112\DGN\00263_0112 HALLS GREENWAY PLAN SHT.DGN



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KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

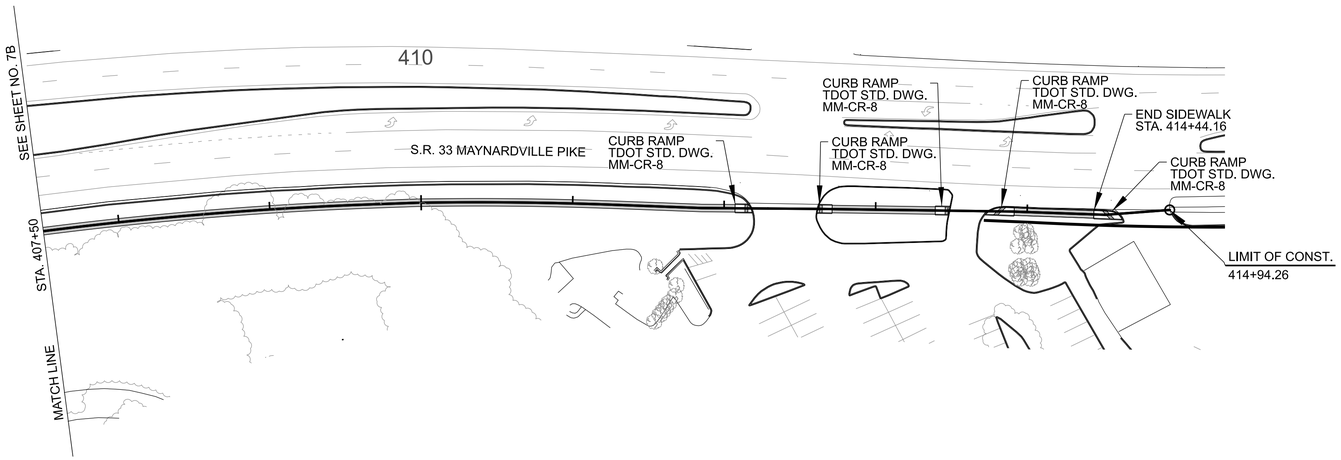
PIN 132052.00
HALLS GREENWAY CONNECTOR

RIGHT OF WAY DETAILS
STA. 407+50 TO STA. 414+94.26

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

8A

$$$$DATE$$$$$$$$$$TIME$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY PLAN SHT.DGN



0 50' 100' 150'

N

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED LAYOUT
STA. 407+50 TO STA. 414+94.26

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

8B

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY PLAN SHT.DGN

1130
1120
1110
1100
1090
1080
1070
1060
1050
1040
1030
1020
1010
1000
990
980
970
960
950
940
930

SEE SHEET NO. 7C

MATCH EXISTING

STA. 407+50

MATCH LINE

MAYNARDVILLE PIKE

408+00 409+00 410+00 411+00 412+00 413+00 414+00 415+00

SCALE: 1"=50' HORIZ.
1"=10' VERT.

$$$$DATE$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112\DGN\00263_0112 HALLS GREENWAY PROFILE SHT.DGN

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

PROPOSED PROFILE
STA. 407+50 TO STA. 414+94.26

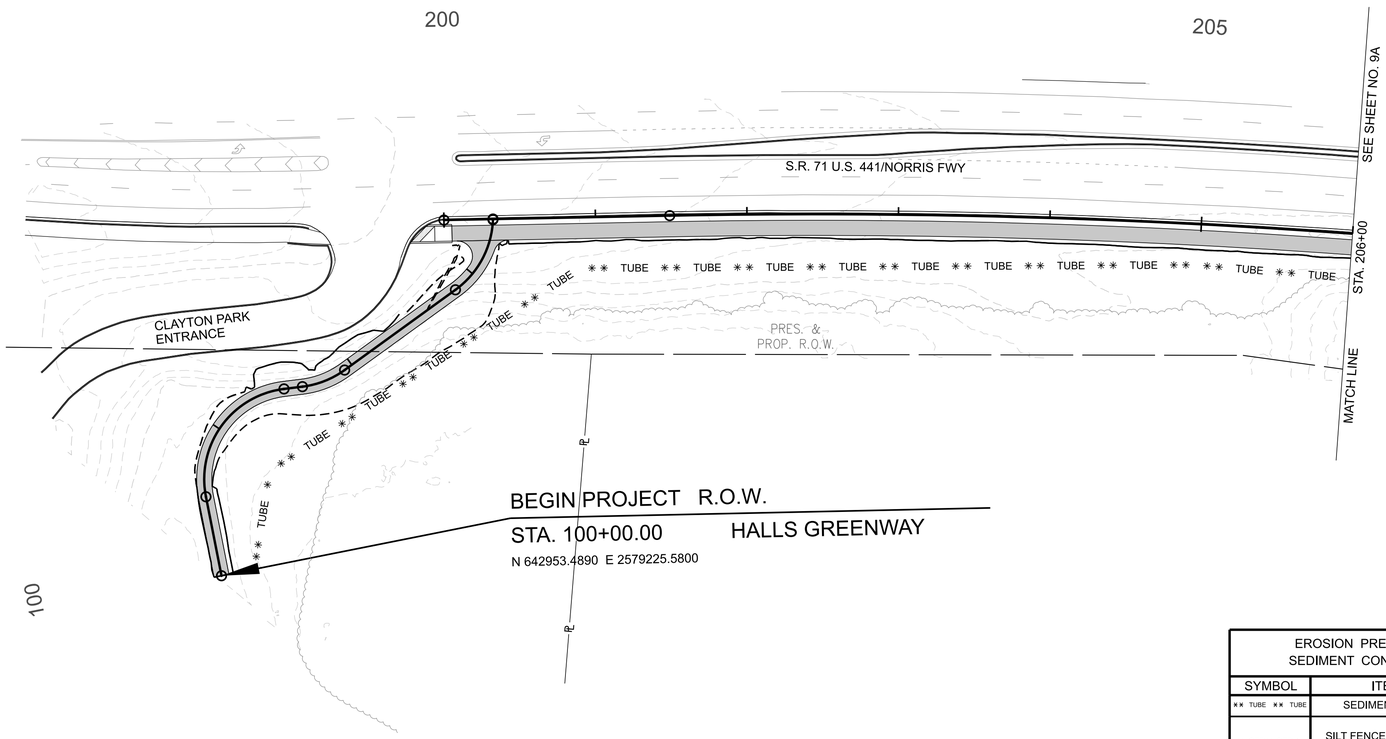
CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

8C

0 50' 100' 150'

N

EXISTING CONTOURS (STAGE 1)



EROSION PREVENTION AND SEDIMENT CONTROL LEGEND		
SYMBOL	ITEM	STD. DWG.
✱✱ TUBE ✱✱ TUBE	SEDIMENT TUBE	EC-STR-37
✱ SFB✱ SFB✱	SILT FENCE WITH WIRE BACKING	EC-STR-3C

STAGE 1 EROSION PREVENTION AND SEDIMENT CONTROL QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	859.37
740-11.01	TEMPORARY SEDIMENT TUBE 8IN	L.F.	4465.91

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:

KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

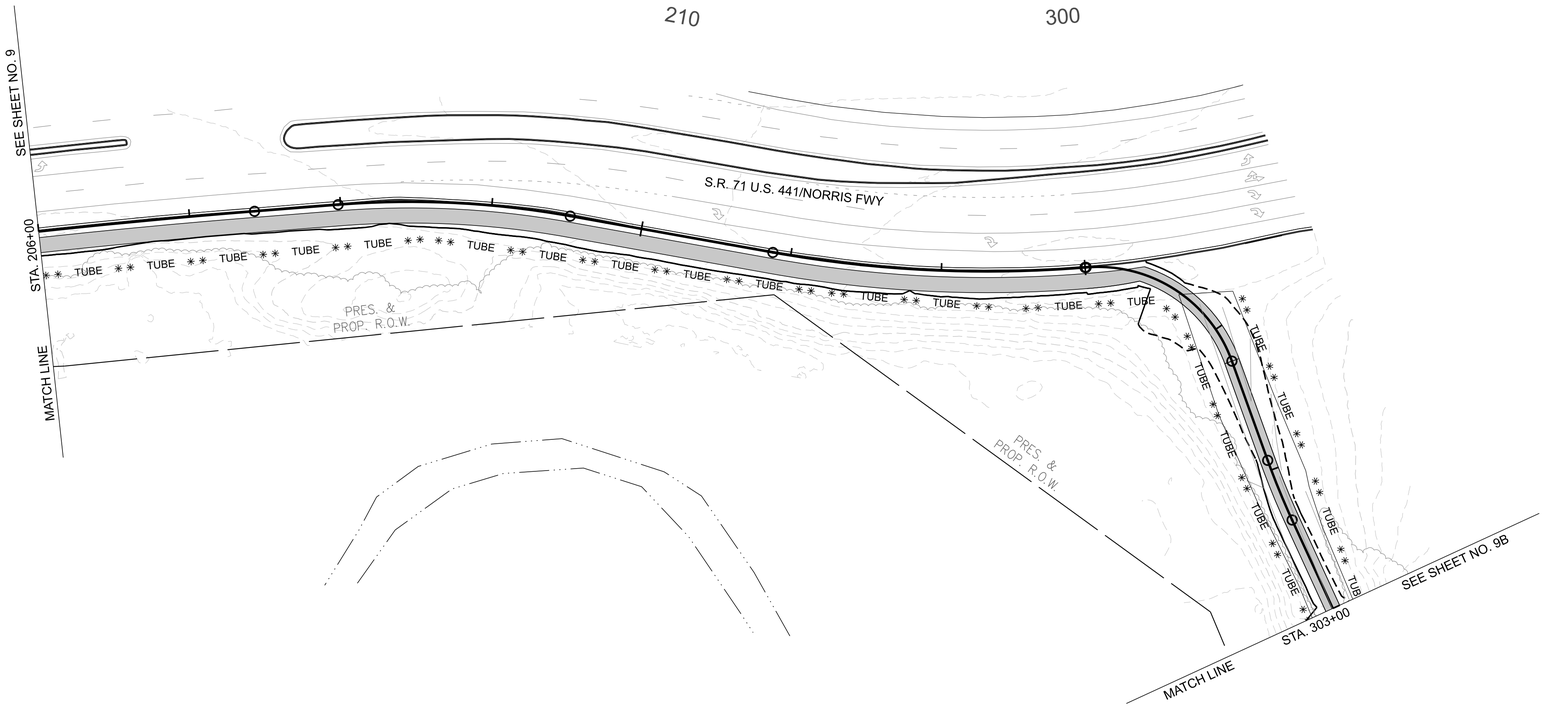
PROJECT:

PIN 132052.00
HALLS GREENWAY CONNECTOR

EROSION PREVENTION AND SEDIMENT CONTROL PLAN (STAGE 1) STA. 100+00 TO STA. 206+00

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY EPSC SHT.DGN



EXISTING CONTOURS (STAGE 1)

0 50' 100' 150'

N

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
TEL. 865.670.8555
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Knoxville, TN 37932

CLIENT:

KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

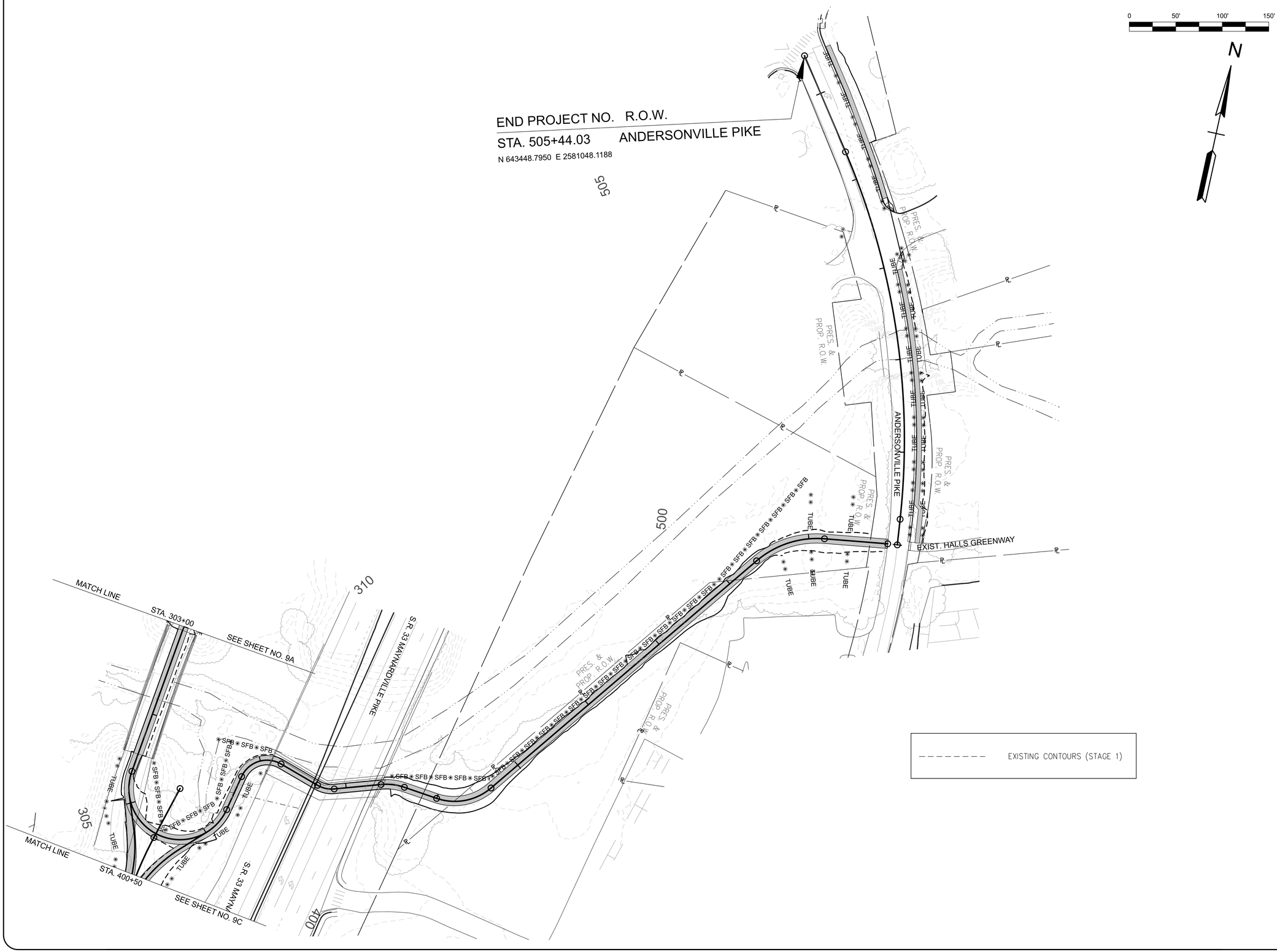
PIN 132052.00
HALLS GREENWAY CONNECTOR

EROSION PREVENTION AND SEDIMENT CONTROL PLAN (STAGE 1) STA. 206+00 TO STA. 303+00

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

9A

$$$$DATE$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY PLAN.DGN



$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATIONROW\00263_0112 HALLS GREENWAY EPSC SHT.DGN

REVISED PER TDOT ROW COMMENTS	11/8/2024
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KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

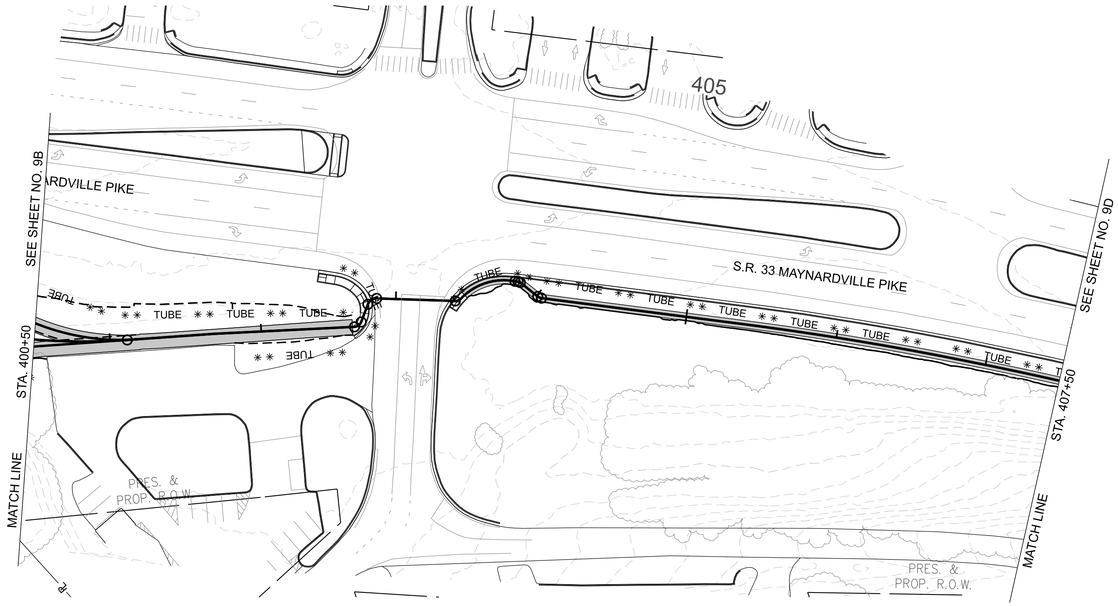
PROJECT:

PIN 132052.00
HALLS GREENWAY CONNECTOR

EROSION PREVENTION AND SEDIMENT CONTROL PLAN (STAGE 1)
STA. 303+00 TO STA. 505+19

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

9B



EXISTING CONTOURS (STAGE 1)

0 50' 100' 150'

N

REVISIONS	DATE
REVISED PER TDOT ROW COMMENTS	11/8/2024

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PROJECT:

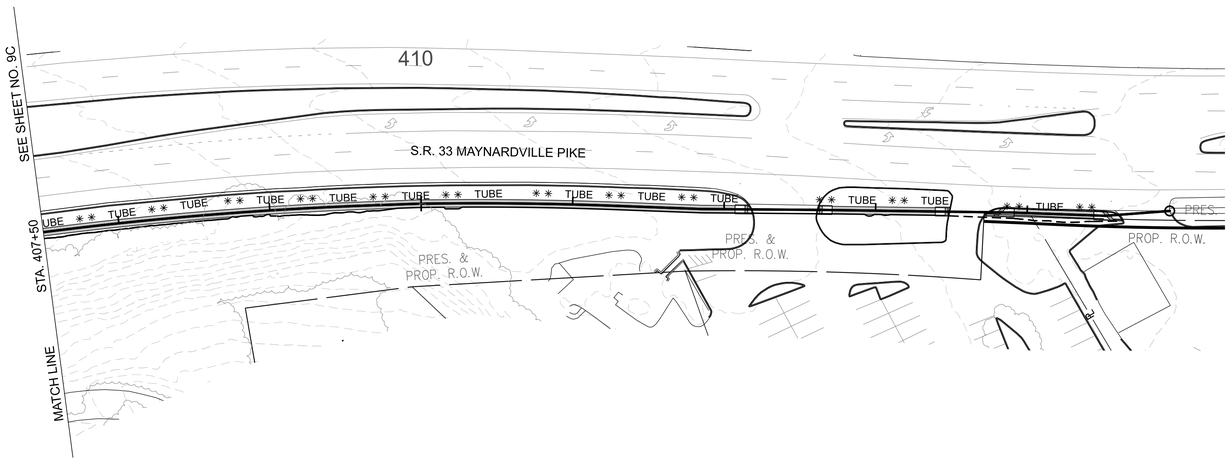
PIN 132052.00
HALLS GREENWAY CONNECTOR

EROSION PREVENTION AND SEDIMENT CONTROL PLAN (STAGE 1) STA. 400+50 TO STA. 407+50

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

9C

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY EPSC SHT.DGN



0 50' 100' 150'

EXISTING CONTOURS (STAGE 1)

N

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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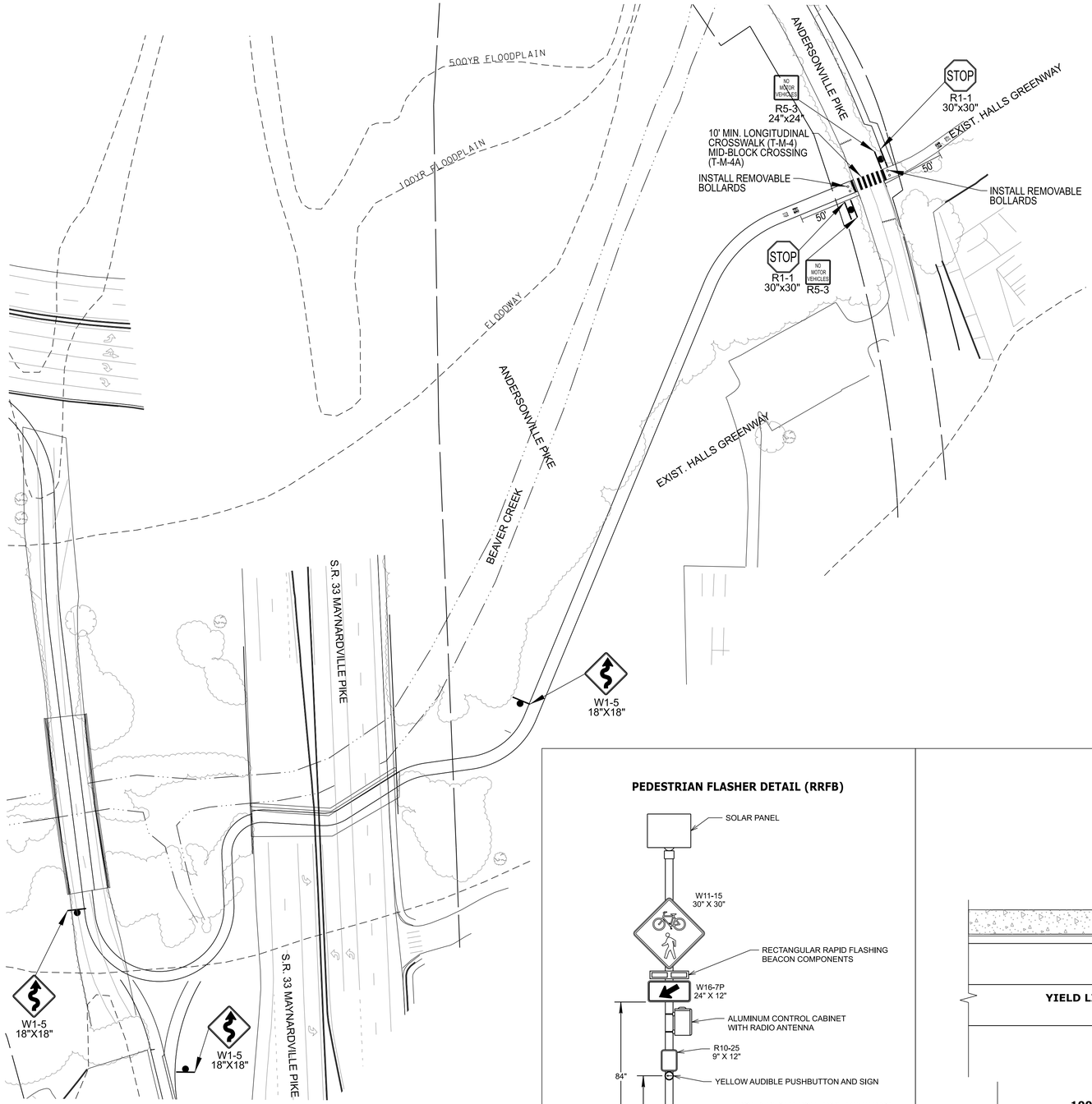
HALLS GREENWAY CONNECTOR

EROSION PREVENTION AND SEDIMENT CONTROL PLAN (STAGE 1)
STA. 407+50 TO STA. 414+94.26

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

9D

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY PLAN SHT.DGN



0 50' 100' 150'

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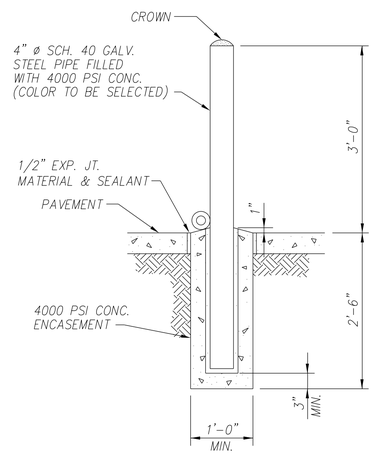
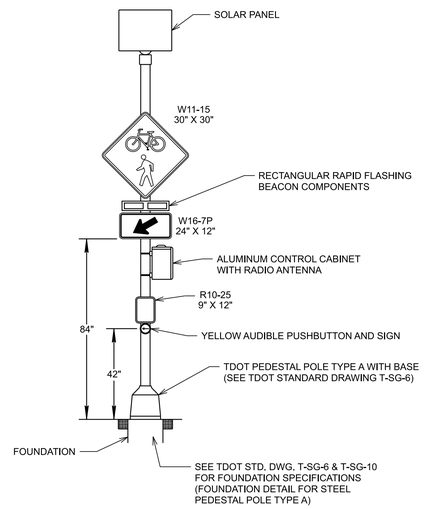
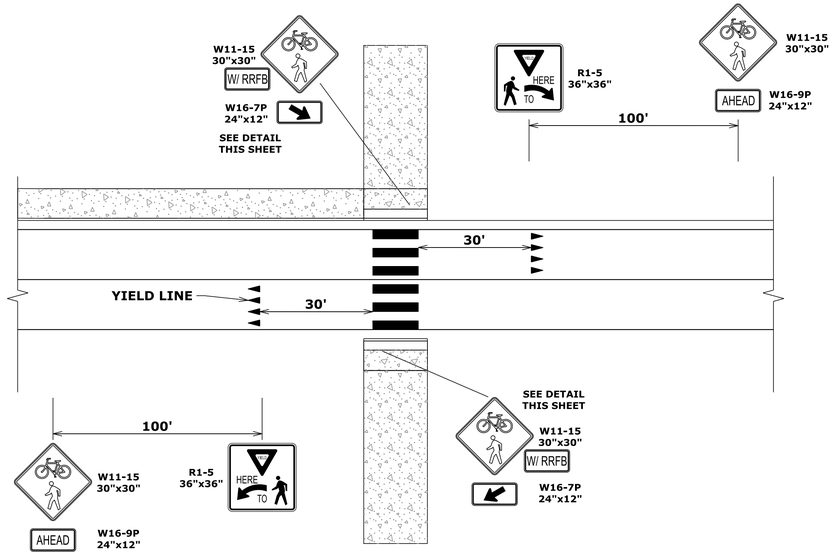


4" REMOVABLE BOLLARD

N.T.S.

PEDESTRIAN FLASHER DETAIL (RRFB)





2 LANES WITH RECTANGULAR RAPID FLASHING BEACON MID-BLOCK CROSSING (TDOT STD DWG T-M-4A)

REVISED PER TDOT ROW COMMENTS	11/8/2024
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PROJECT:

PIN 132052.00
HALLS GREENWAY CONNECTOR

SIGNAGE AND PAVEMENT MARKING

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

10

$$$$DATE$$$$$$$$$$$TIME$$$$$$
Z:\00263-011203-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY SIGNAGE SHT.DGN

WIRING AND CONDUIT DIAGRAM (N.T.S)

TO BE COMPLETED DURING FINAL CONSTRUCTION PLANS

PHASING DIAGRAM

TO BE COMPLETED DURING FINAL CONSTRUCTION PLANS

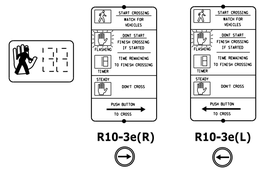
SIGNAL POLE CONSTRUCTION NOTES

TO BE COMPLETED DURING FINAL CONSTRUCTION PLANS

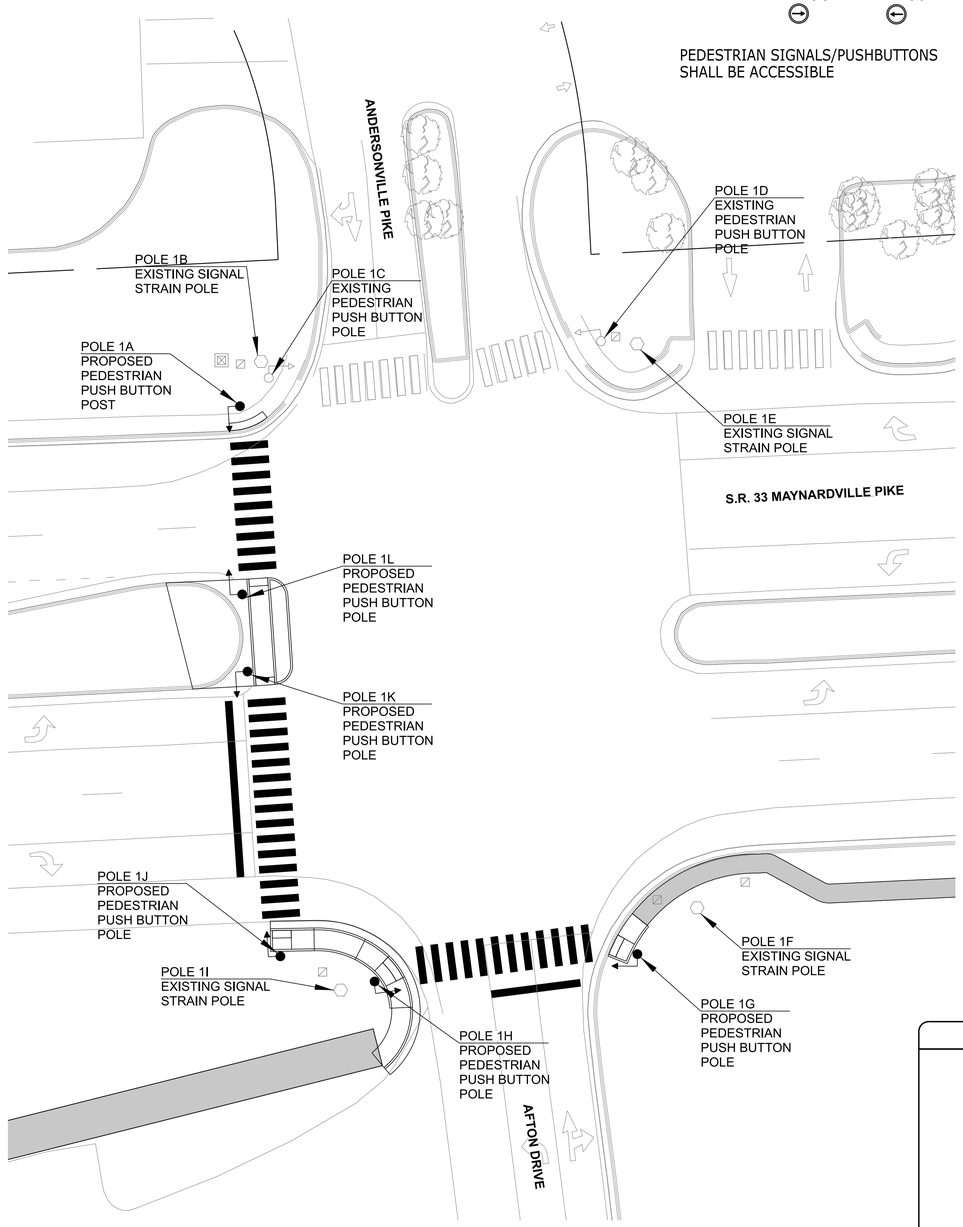
NEW PEDESTRIAN PHASE TIMING

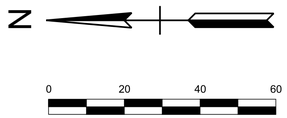
TO BE COMPLETED DURING FINAL CONSTRUCTION PLANS

PEDESTRIAN SIGNAL DETAILS



PEDESTRIAN SIGNALS/PUSHBUTTONS SHALL BE ACCESSIBLE





EXISTING LEGEND

- PAD MOUNTED CONTROLLER CABINET
- SIGNAL STRAIN POLE
- PEDESTRIAN PEDESTAL POLE
- PEDESTRIAN SIGNAL HEAD W/ ASSOCIATED PHASE
- SIGNAL PULL BOX
- SIGNAL CONDUIT
- CROSSWALK

PROPOSED LEGEND

- PEDESTRIAN PEDESTAL POLE
- PEDESTRIAN SIGNAL HEAD W/ ASSOCIATED PHASE
- PEDESTRIAN PUSHBUTTON AND SIGN W/ ASSOCIATED PHASE
- SIGNAL PULL BOX (TYPE B)
- SIGNAL CONDUIT
- CROSSWALK

PHASE NUMBER NOTE

THE PHASE NUMBERS AND ASSOCIATED MOVEMENTS SHOWN ON THIS SHEET ARE ASSUMED AND HAVE NOT BEEN CONFIRMED. SHOULD THE ACTUAL PHASE NUMBERS AND ASSOCIATED MOVEMENTS DIFFER FROM WHAT IS SHOWN ON THIS SHEET, THE CONTRACTOR SHALL WIRE THE PEDESTRIAN HEADS/PUSHBUTTONS AND PROGRAM THE PEDESTRIAN TIMING PER THE CORRECT PHASE NUMBERS CORRESPONDING TO THE SHOWN MOVEMENTS.

CONTROLLER RING DIAGRAM

TO BE COMPLETED DURING FINAL CONSTRUCTION PLANS

PEDESTRIAN PUSHBUTTON AND SIGN LOCATIONS

TO BE COMPLETED DURING FINAL CONSTRUCTION PLANS

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:

KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:

PIN 132052.00
HALLS GREENWAY CONNECTOR

SIGNAL PLAN

CCI PROJECT NO.	00263-0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

SIG-1

$$$$DATE$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112\DGN\ROW\00263_0112 HALLS GREENWAY SIGNAL LAYOUT SHT.DGN

Halls Greenway 1

FG EL. 1018.12'

OFFSET -8.41'
EL. 1017.63

OFFSET 7.00'
EL. 1017.72

OFFSET 11.01'
EL. 1015.71

-0.015 -0.015

2%

1%

STA. 101+00.00

Halls Greenway 1

FG EL. 1017.11'

OFFSET -5.40'
EL. 1017.39

OFFSET 7.00'
EL. 1016.70

OFFSET 8.16'
EL. 1016.99

-0.015 -0.015

Halls Greenway 1

STA. 100+50.00

FG EL. 1016.88'

OFFSET 5.09'
EL. 1016.47'

OFFSET 6.05'
ELL 1016.71

-0.015 -0.015

STA. 100+00.00

1040
1030
1020
1010
1000

-120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120

SCALE: 1"=10' HORIZ.
1"=10' VERT.

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HALLS GREENWAY 1
CROSS SECTIONS

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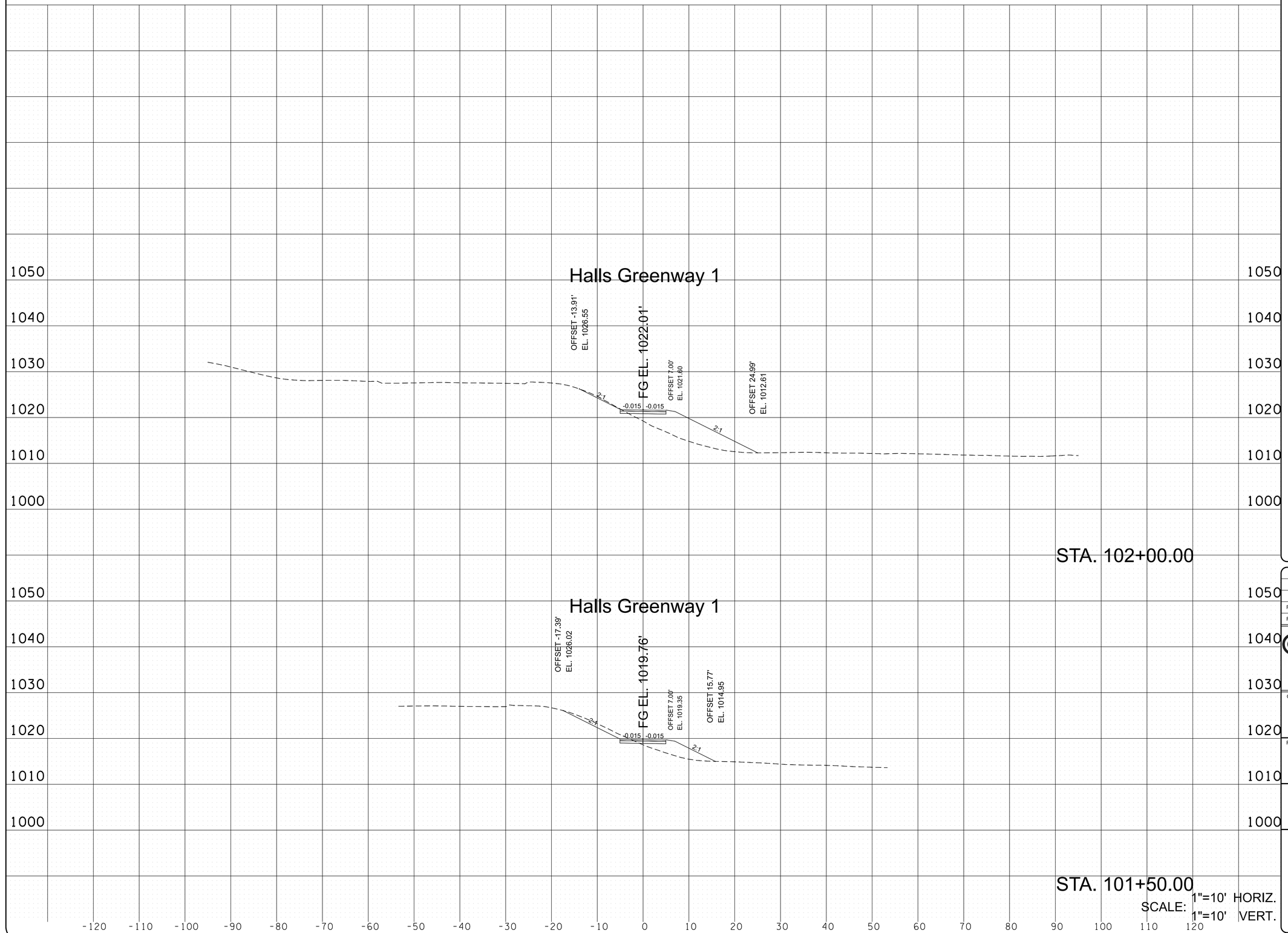
DRAWN	TAP
Q.C.	RJB

11

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY XS.DGN



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Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\00263_0112DGN\00263_0112 HALLS GREENWAY XS.DGN

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SCALE: 1"=10' HORIZ.
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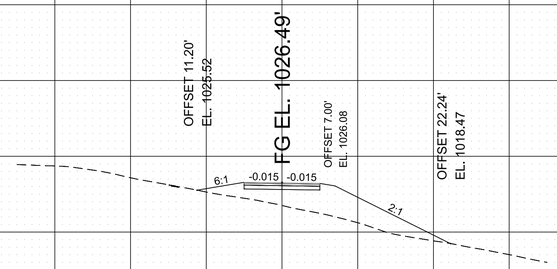
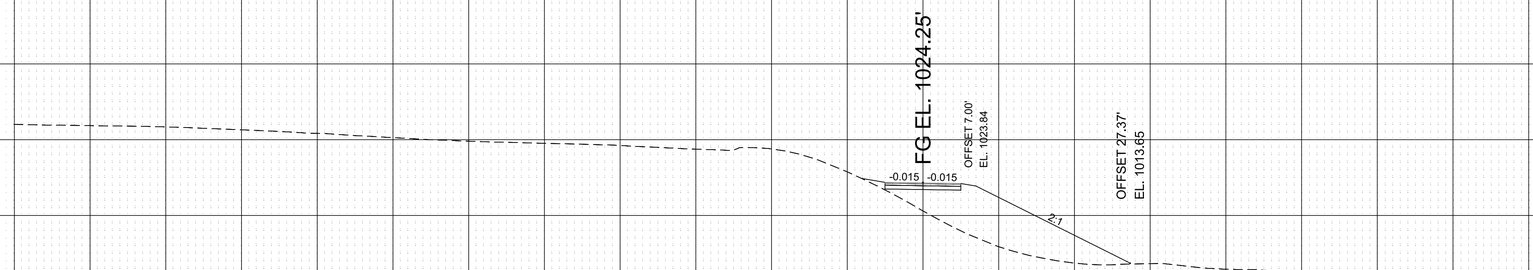
12

Halls Greenway 1



STA. 103+00.00

Halls Greenway 1



STA. 102+50.00

1050 1040 1030 1020 1010 1000

-120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120

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13

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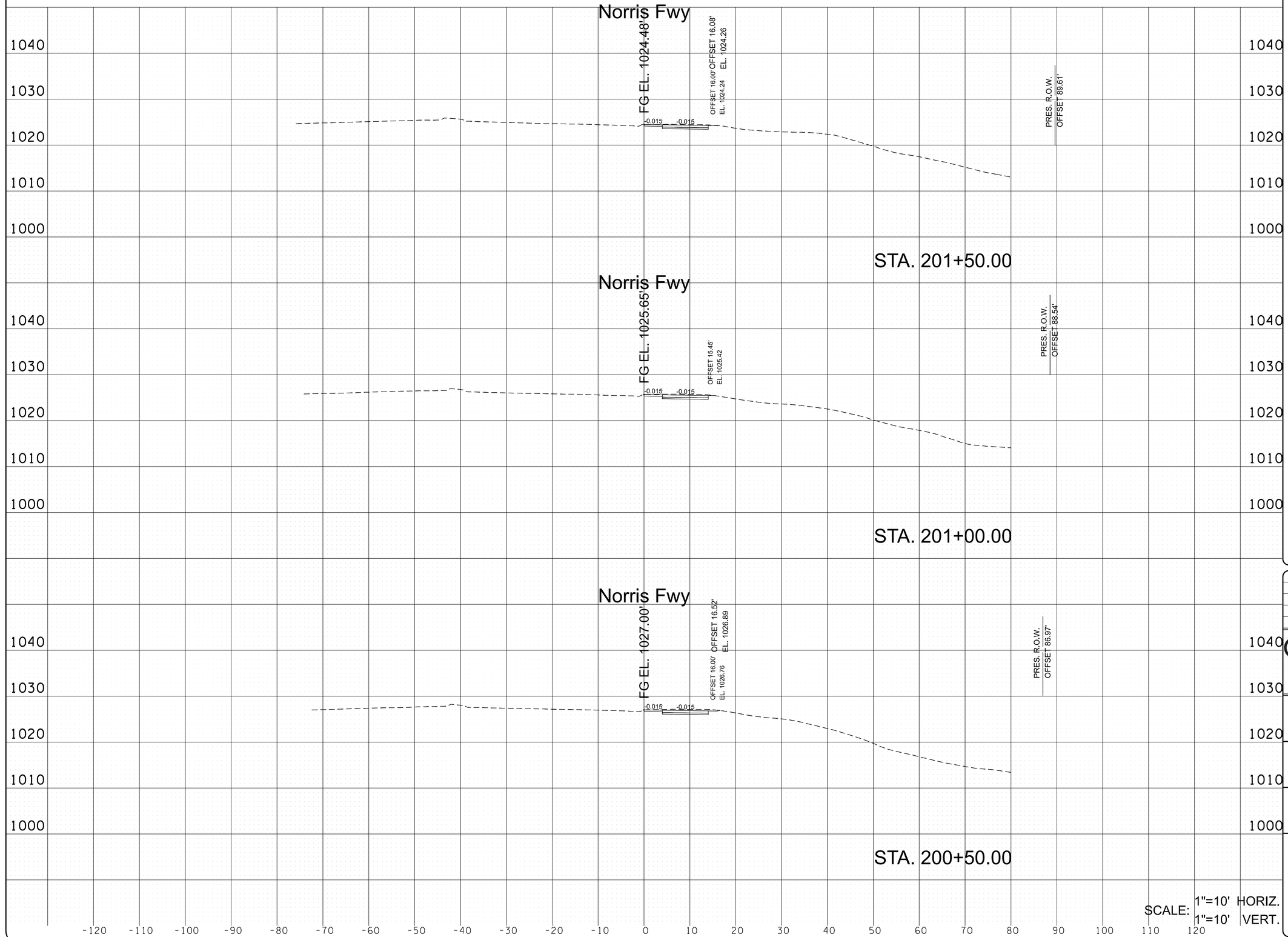
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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14

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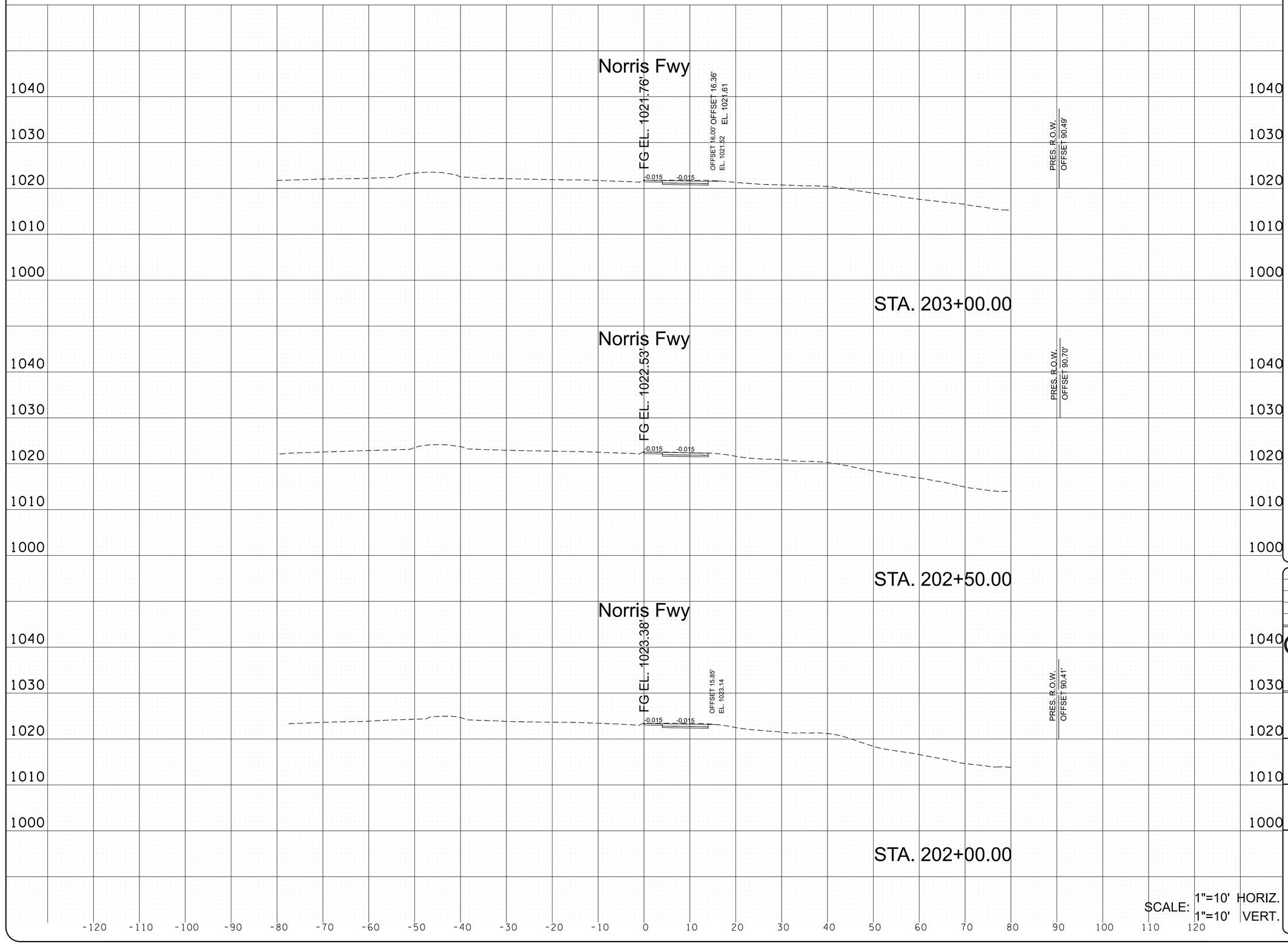
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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15

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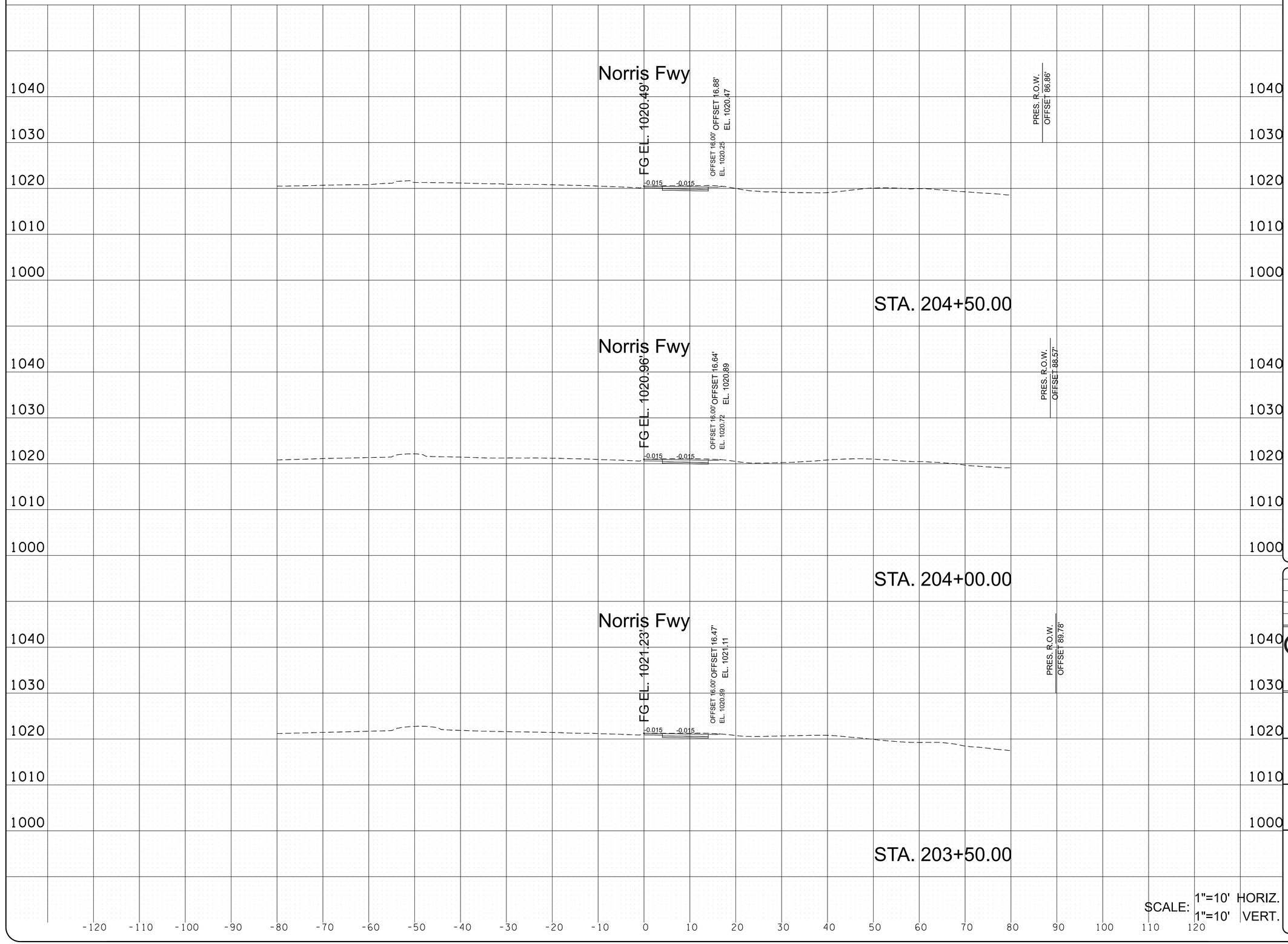
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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16

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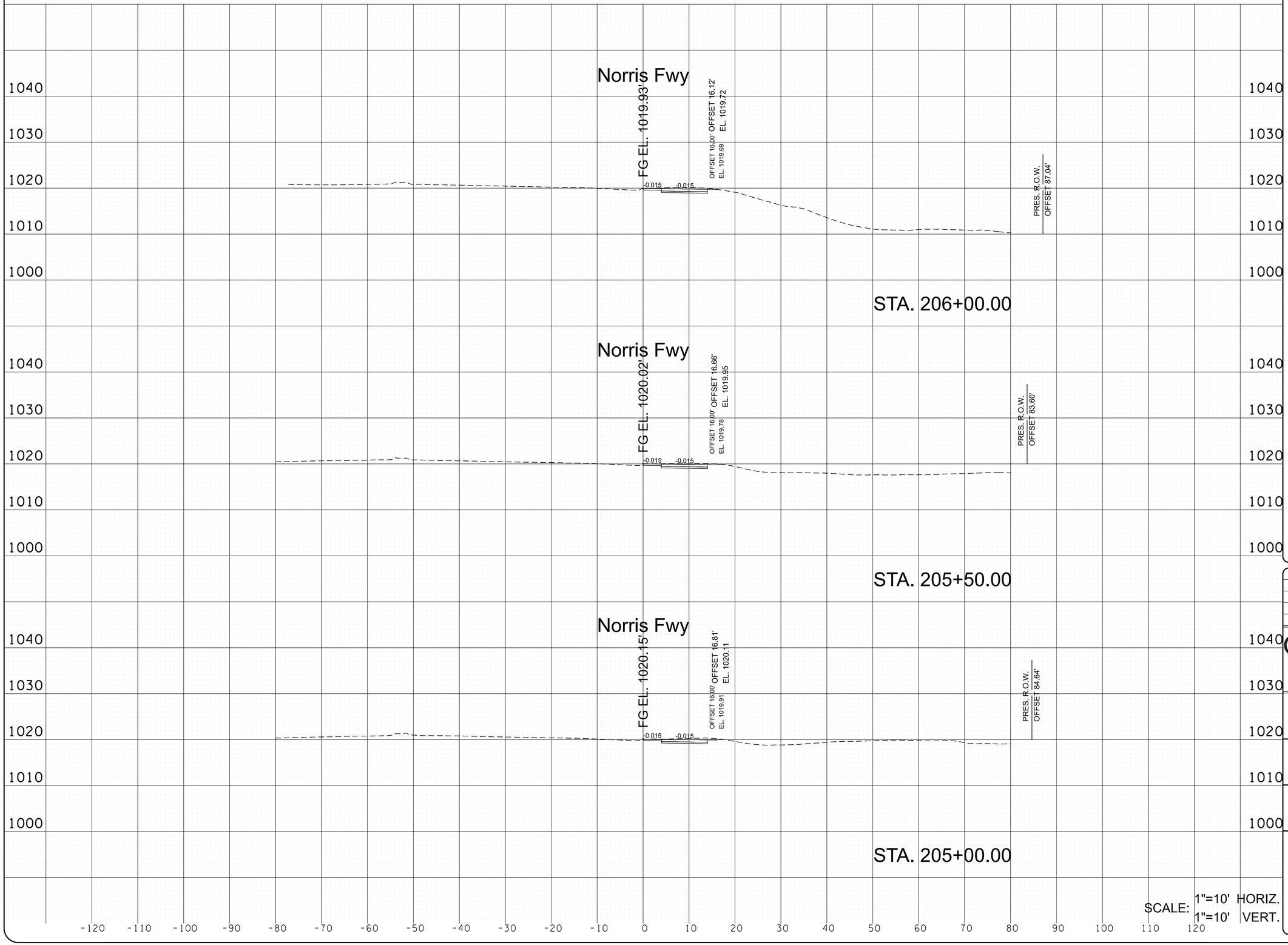

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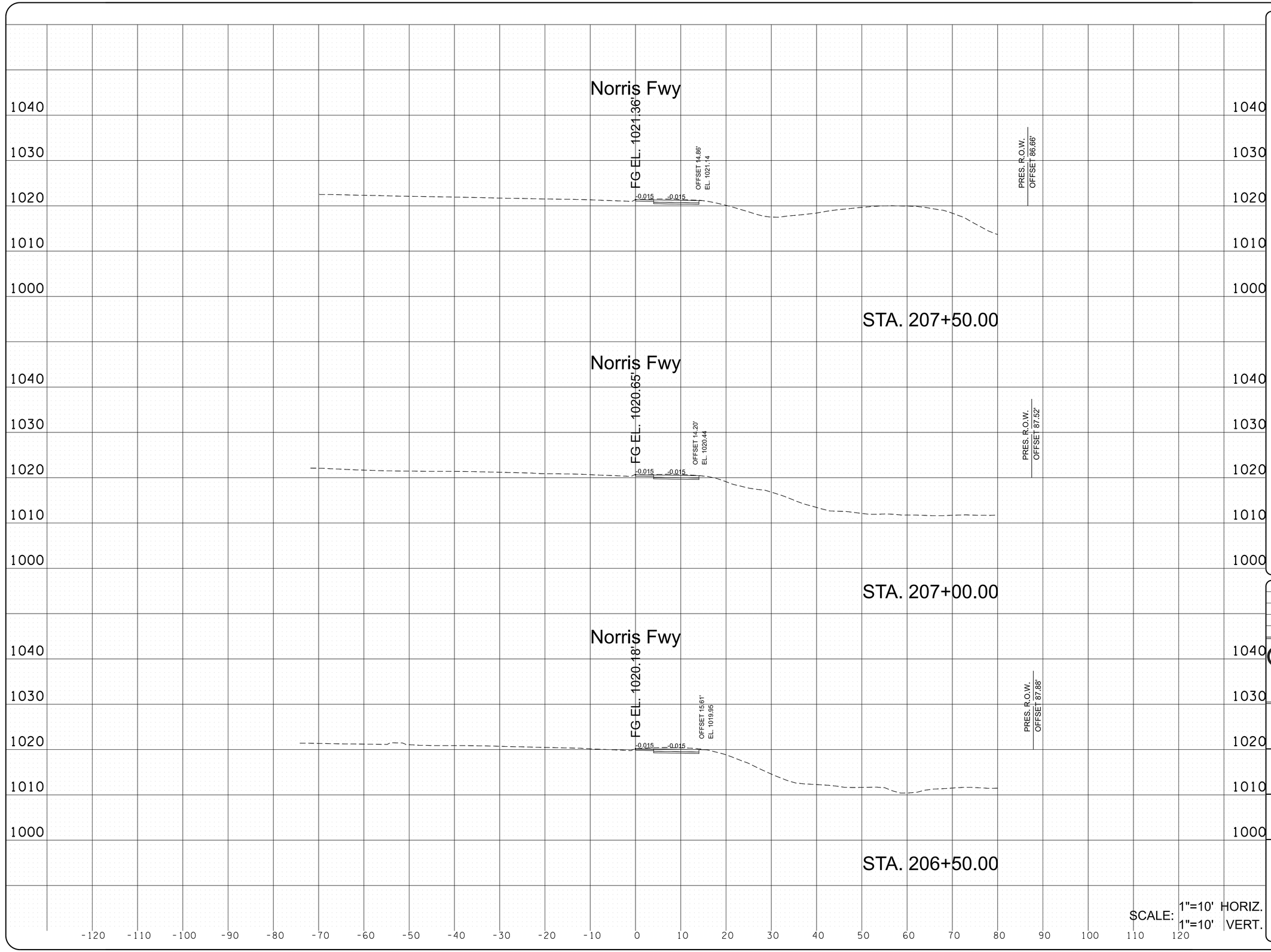

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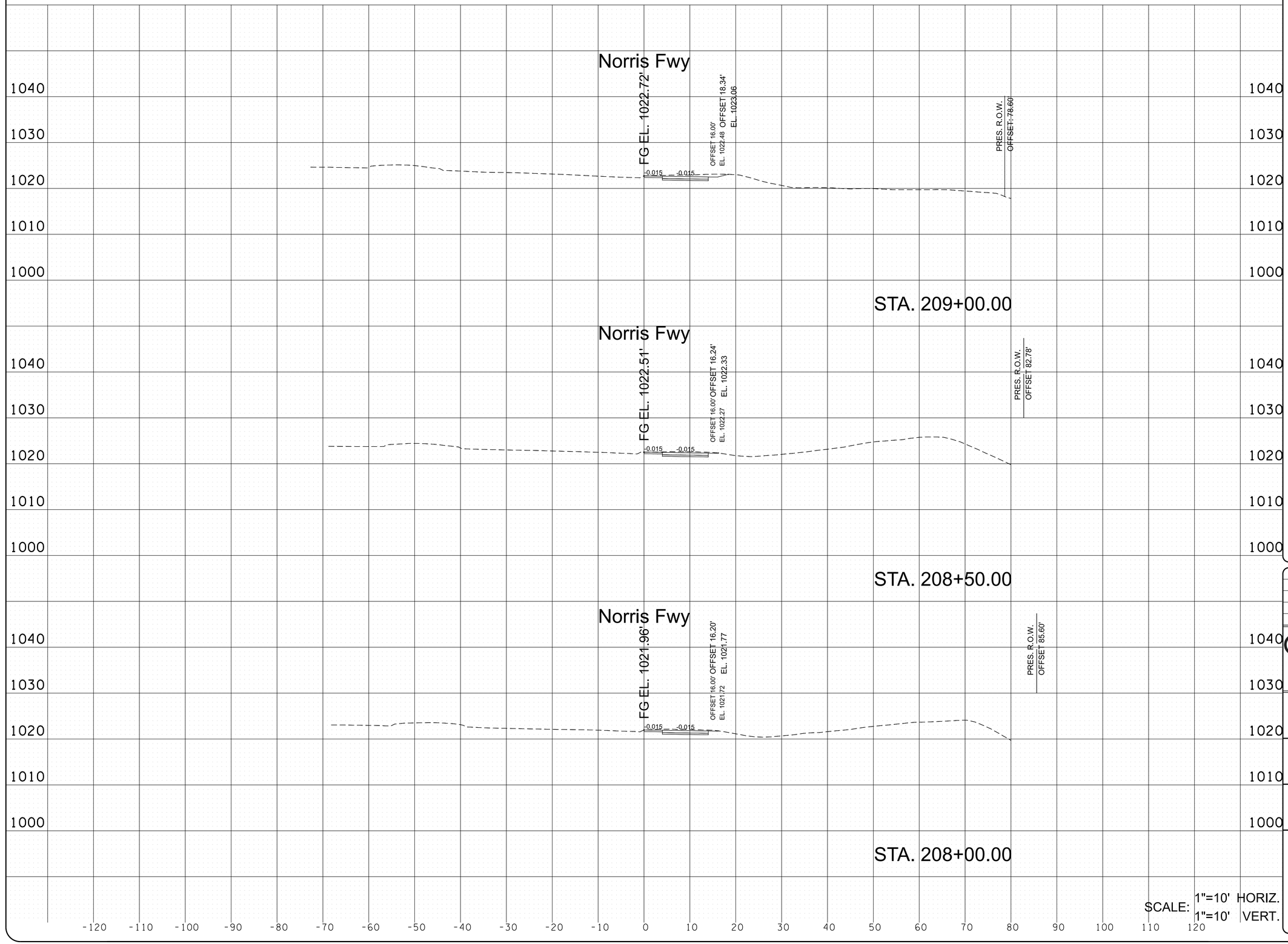

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19

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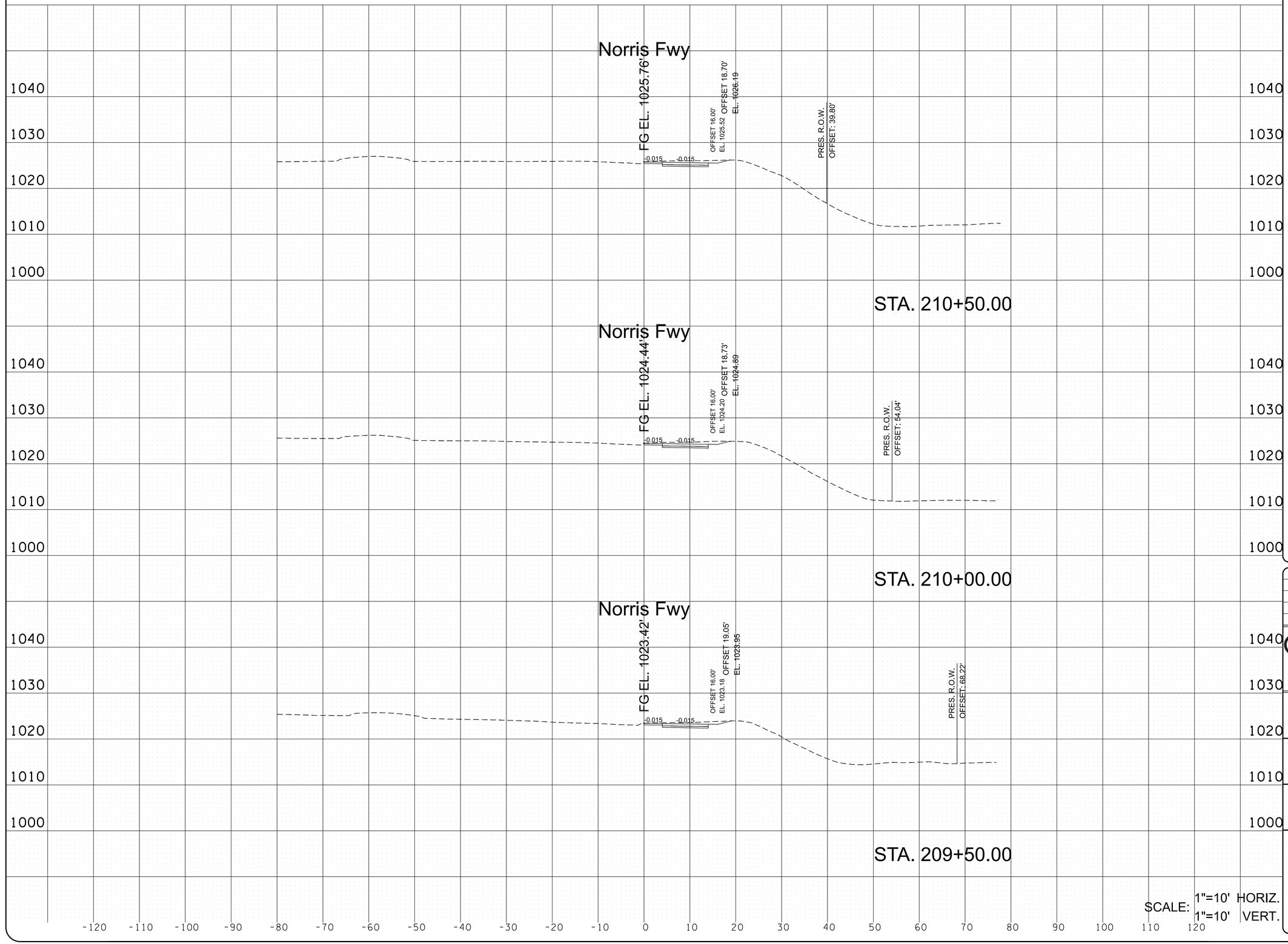
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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20

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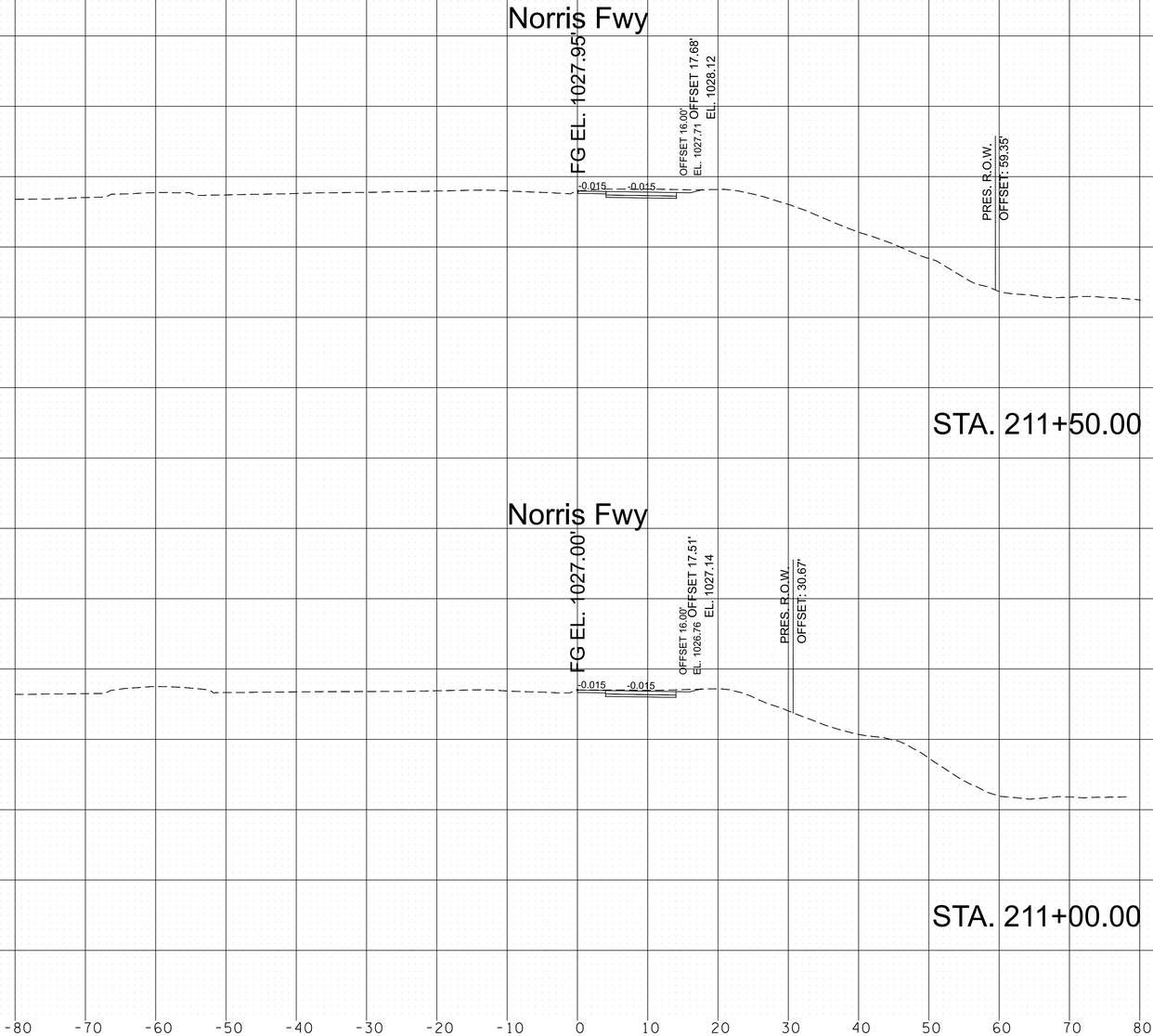

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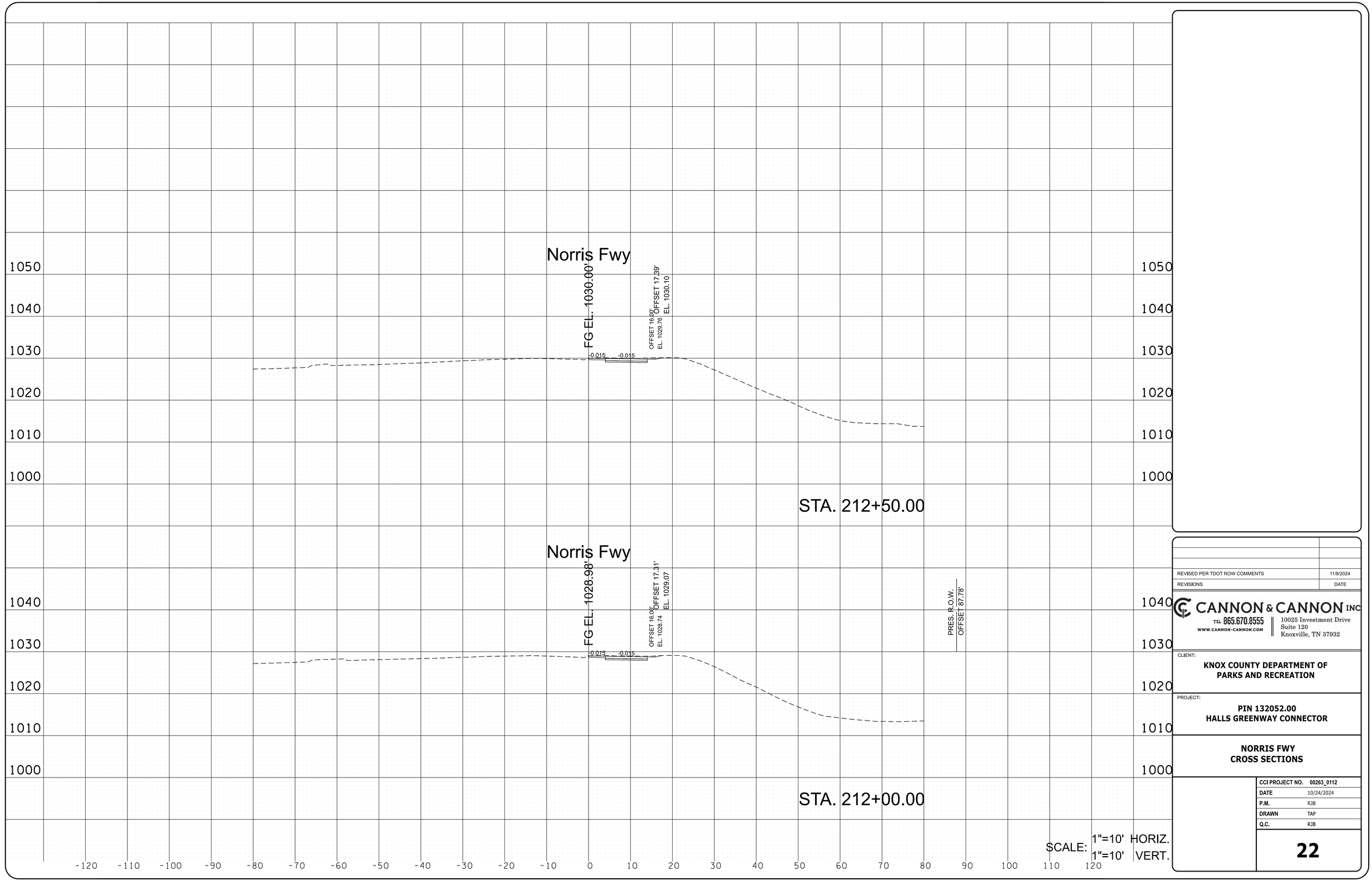

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22

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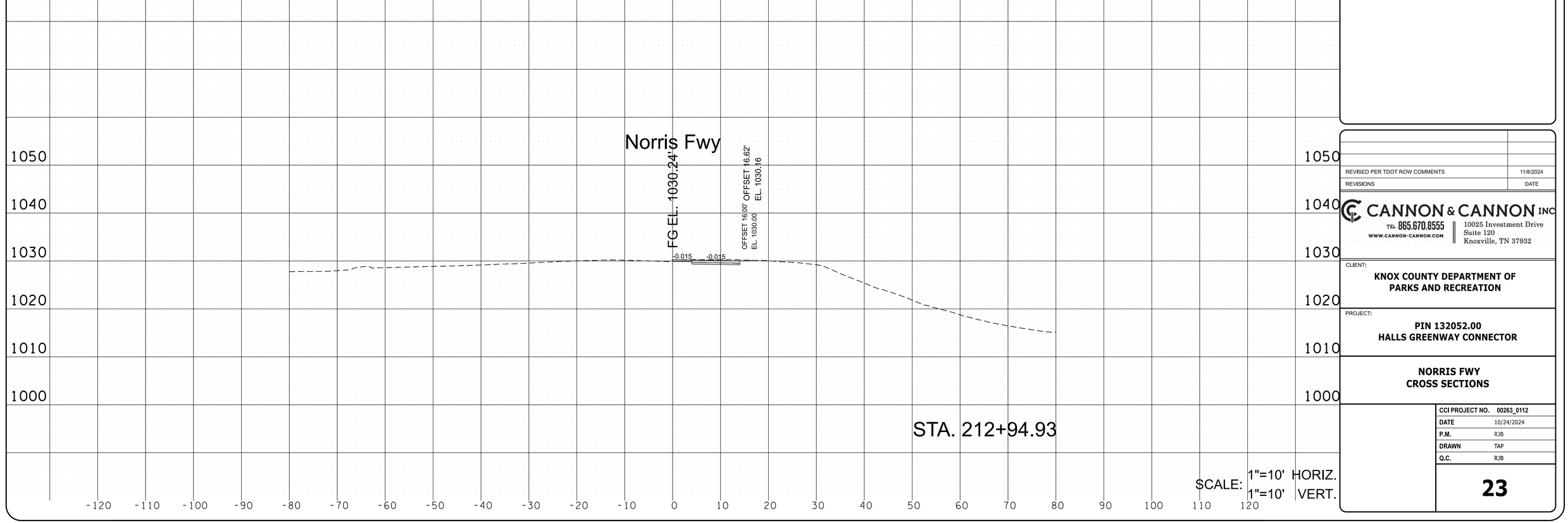

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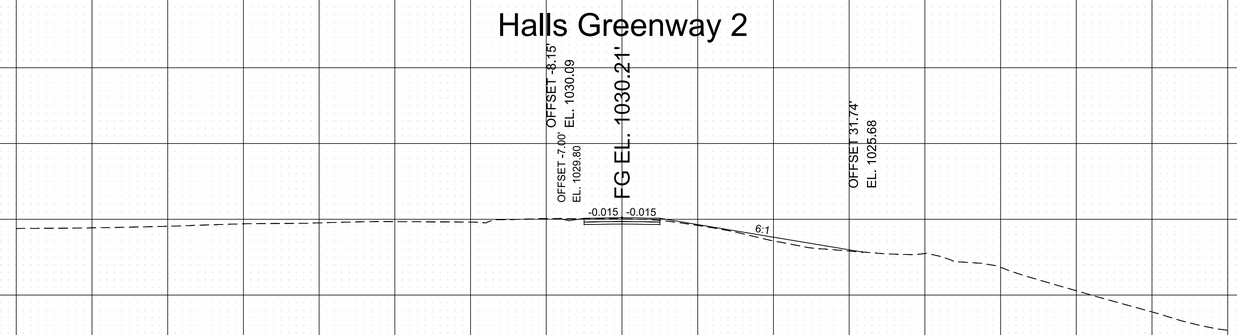
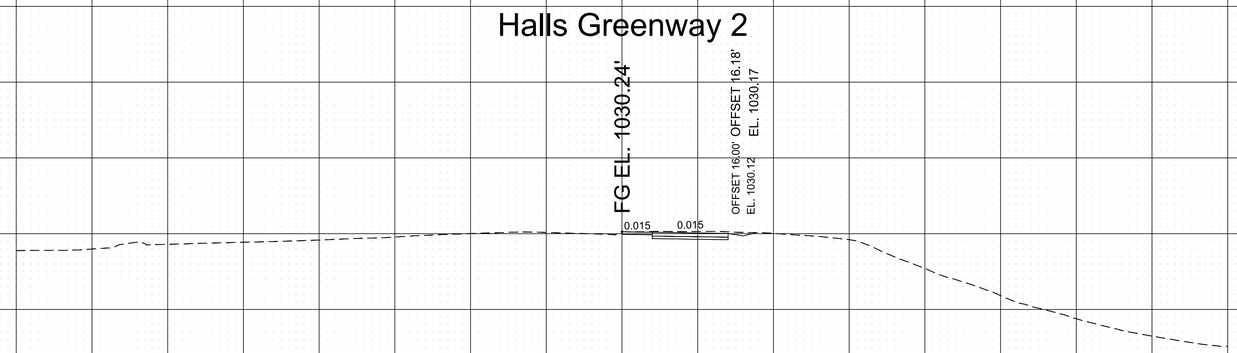


STA. 300+50.00



STA. 300+00.00

SCALE: 1"=10' HORIZ.
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HALLS GREENWAY 2
CROSS SECTIONS

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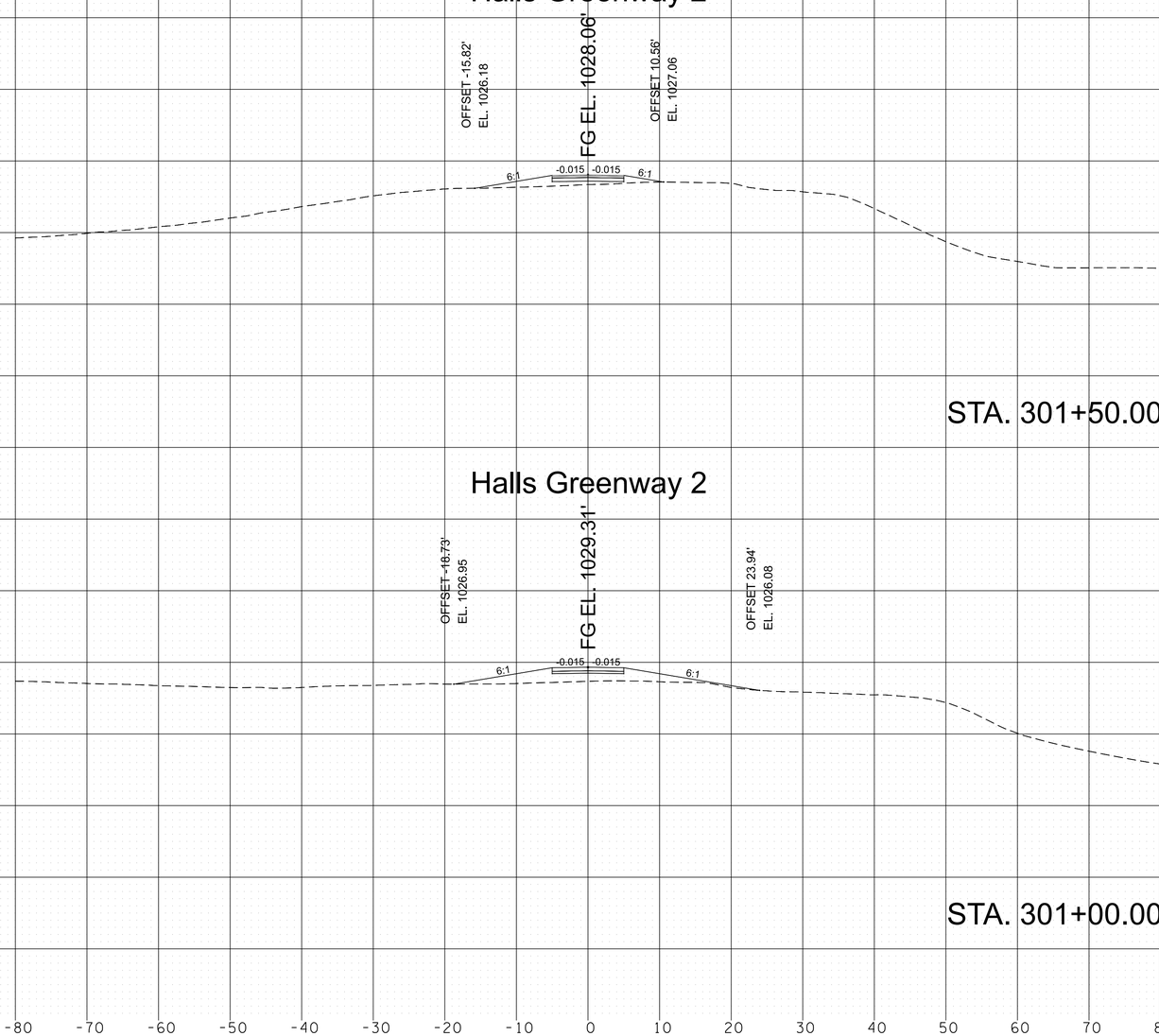
24

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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25

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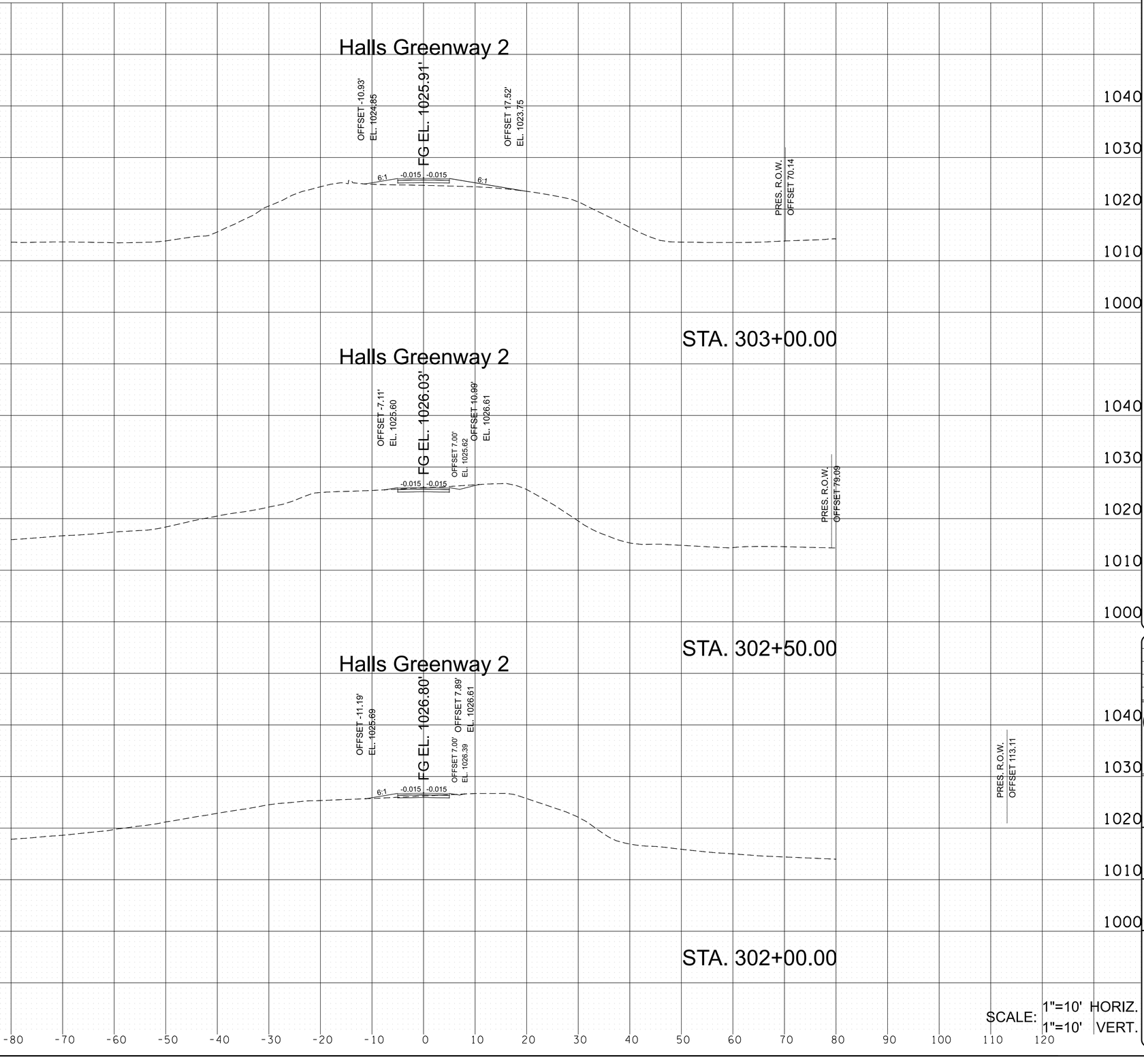

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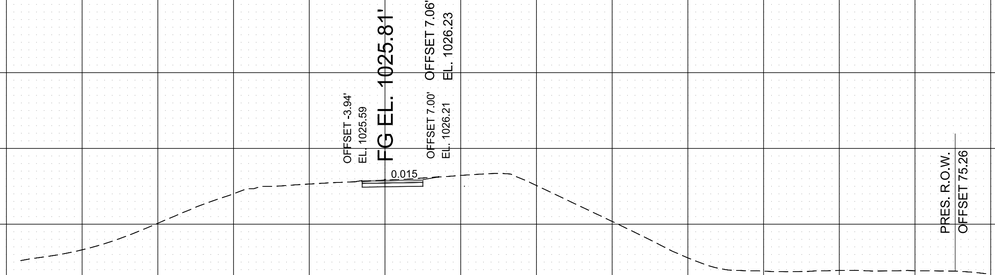
26

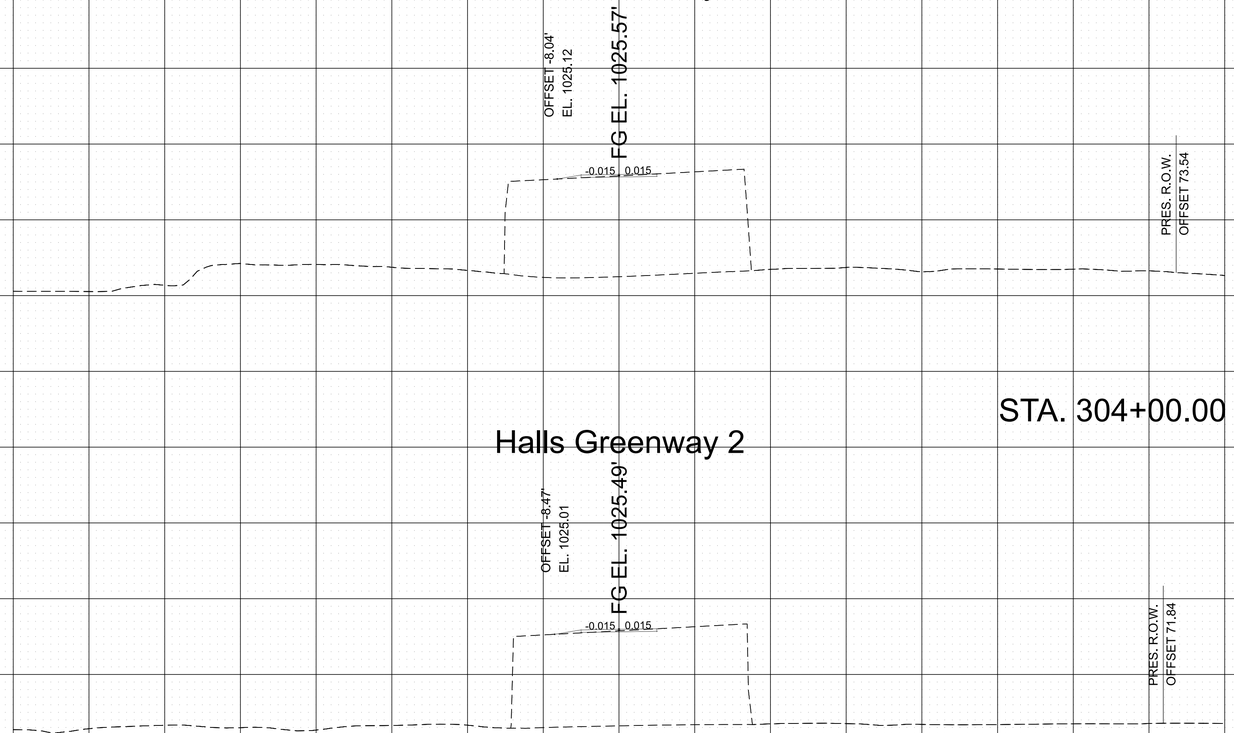
$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

Halls Greenway 2



STA. 304+50.00

Halls Greenway 2



STA. 304+00.00

Halls Greenway 2

STA. 303+50.00

1040 1030 1020 1010 1000

-120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120

SCALE: 1"=10' HORIZ.
1"=10' VERT.

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
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Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

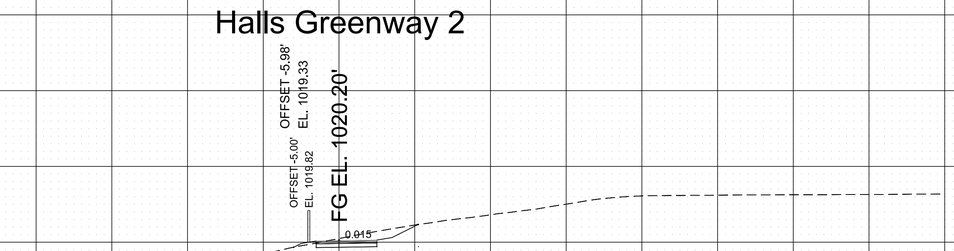
PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

HALLS GREENWAY 2
CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

27

$$$$DATE$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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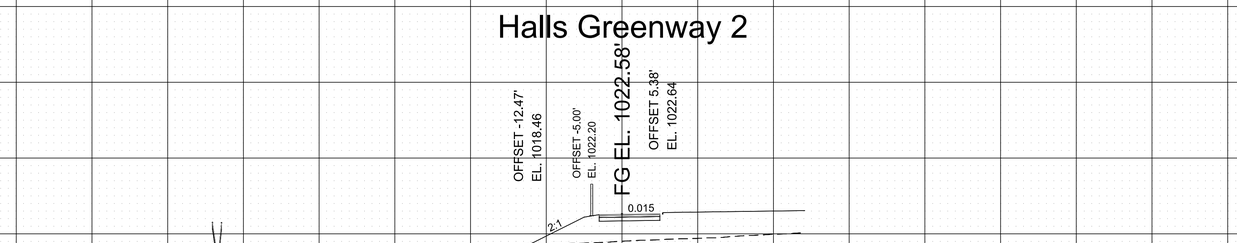

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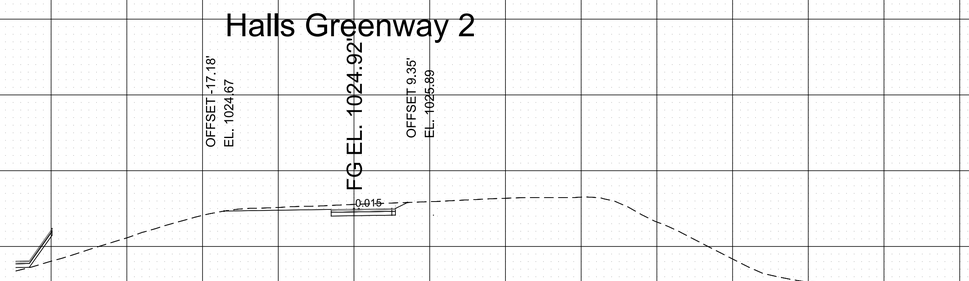

STA. 305+00.00

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SCALE: 1"=10' HORIZ.
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28

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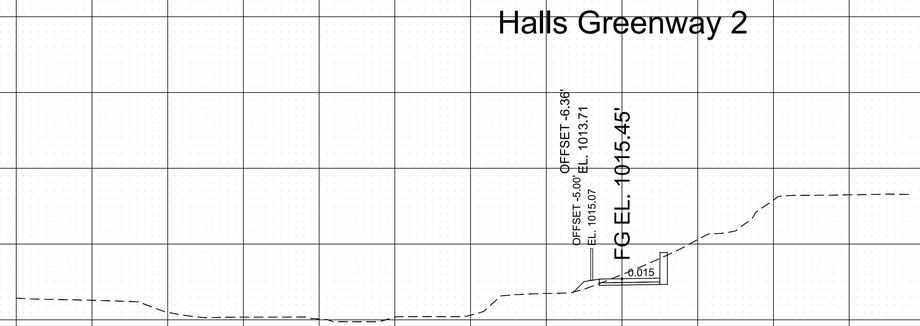
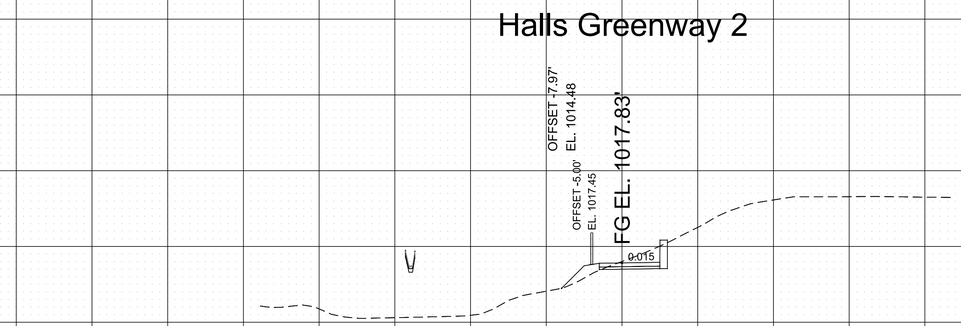
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



STA. 307+00.00



STA. 306+50.00

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29

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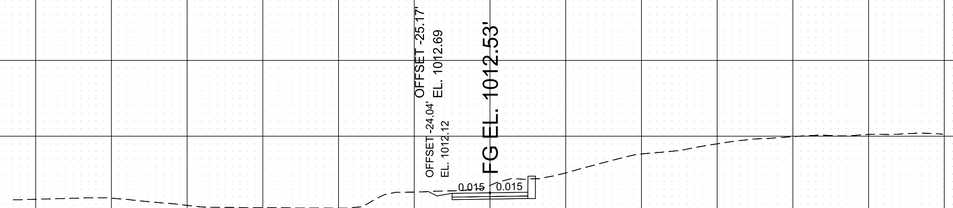
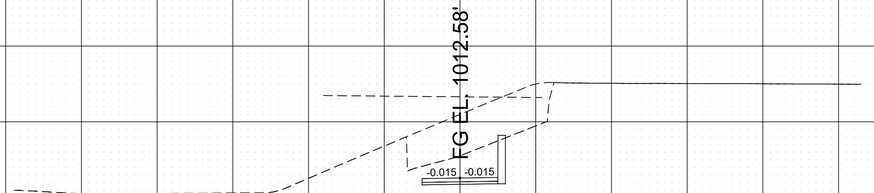
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

Halls Greenway 2



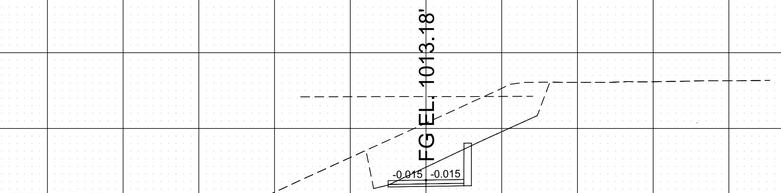
STA. 308+50.00

Halls Greenway 2



STA. 308+00.00

Halls Greenway 2



STA. 307+50.00

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30

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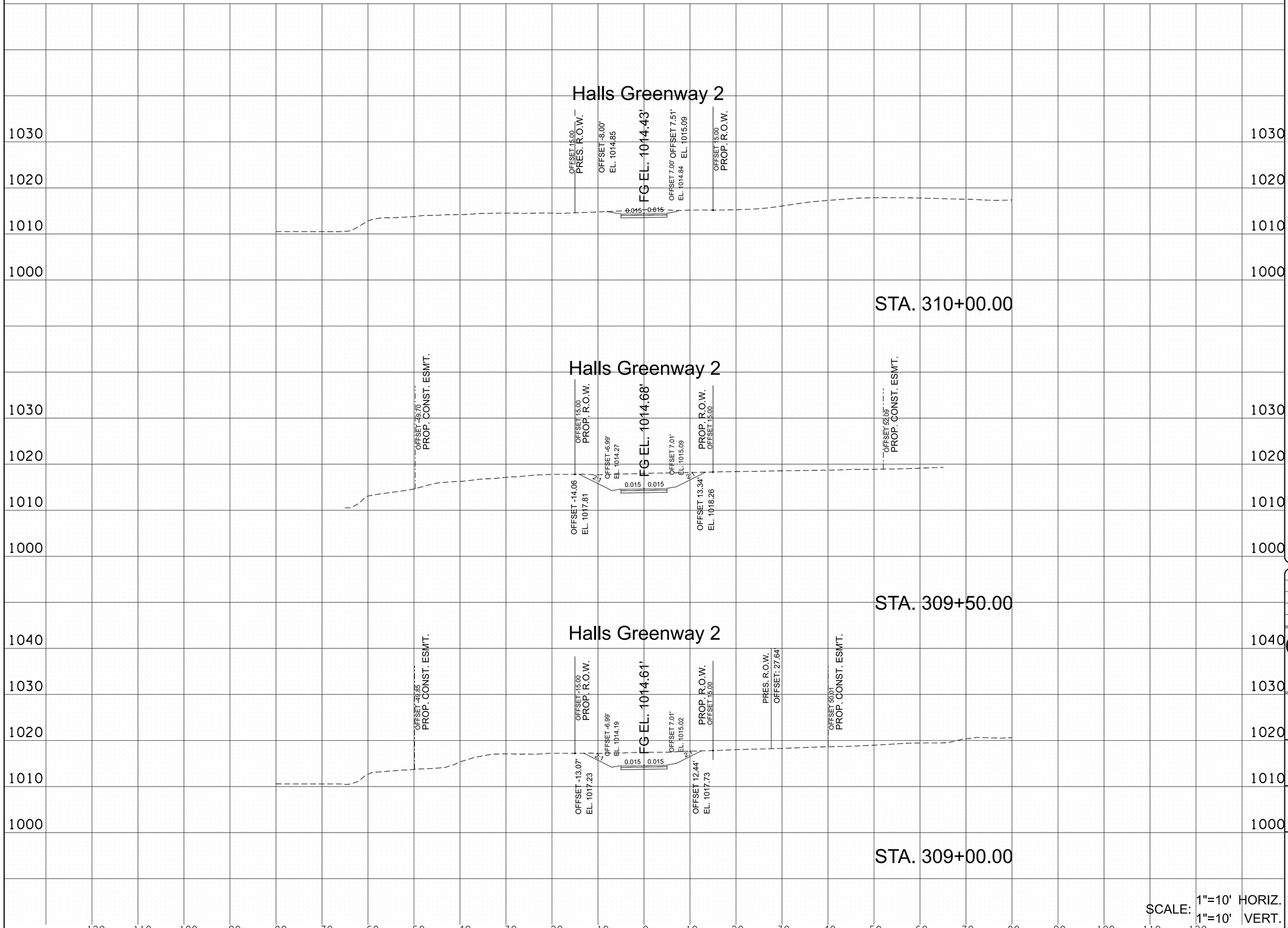
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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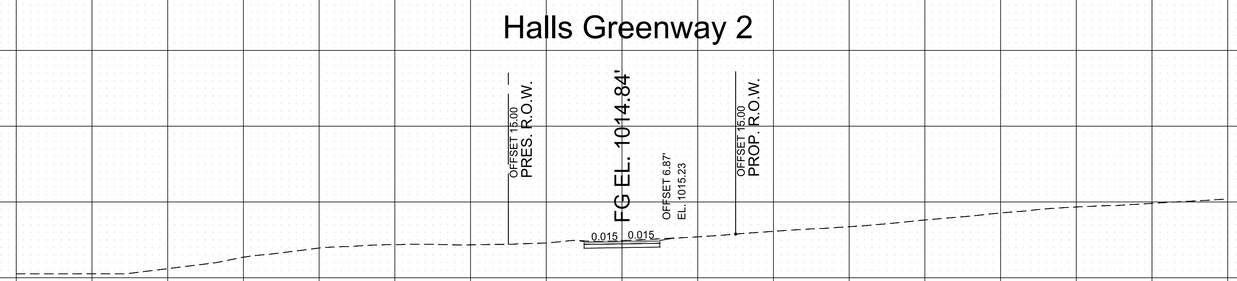
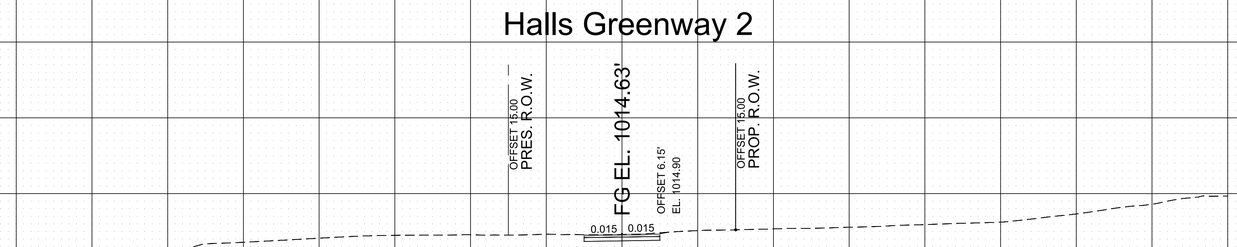
31

$$$$DATE$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATIONROW\00263_0112 HALLS GREENWAY XS.DGN



STA. 311+50.00



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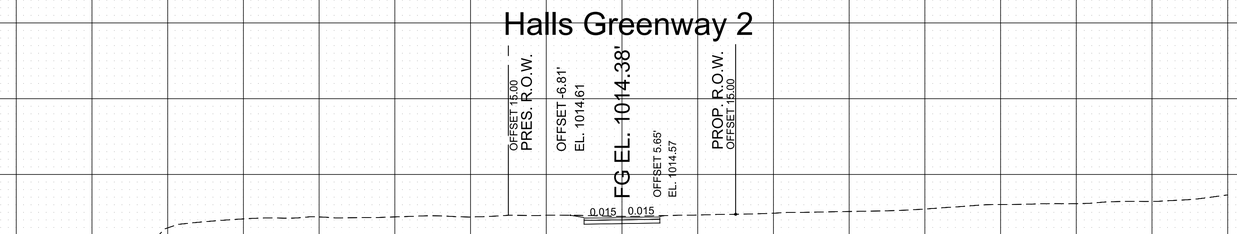

STA. 310+50.00

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32

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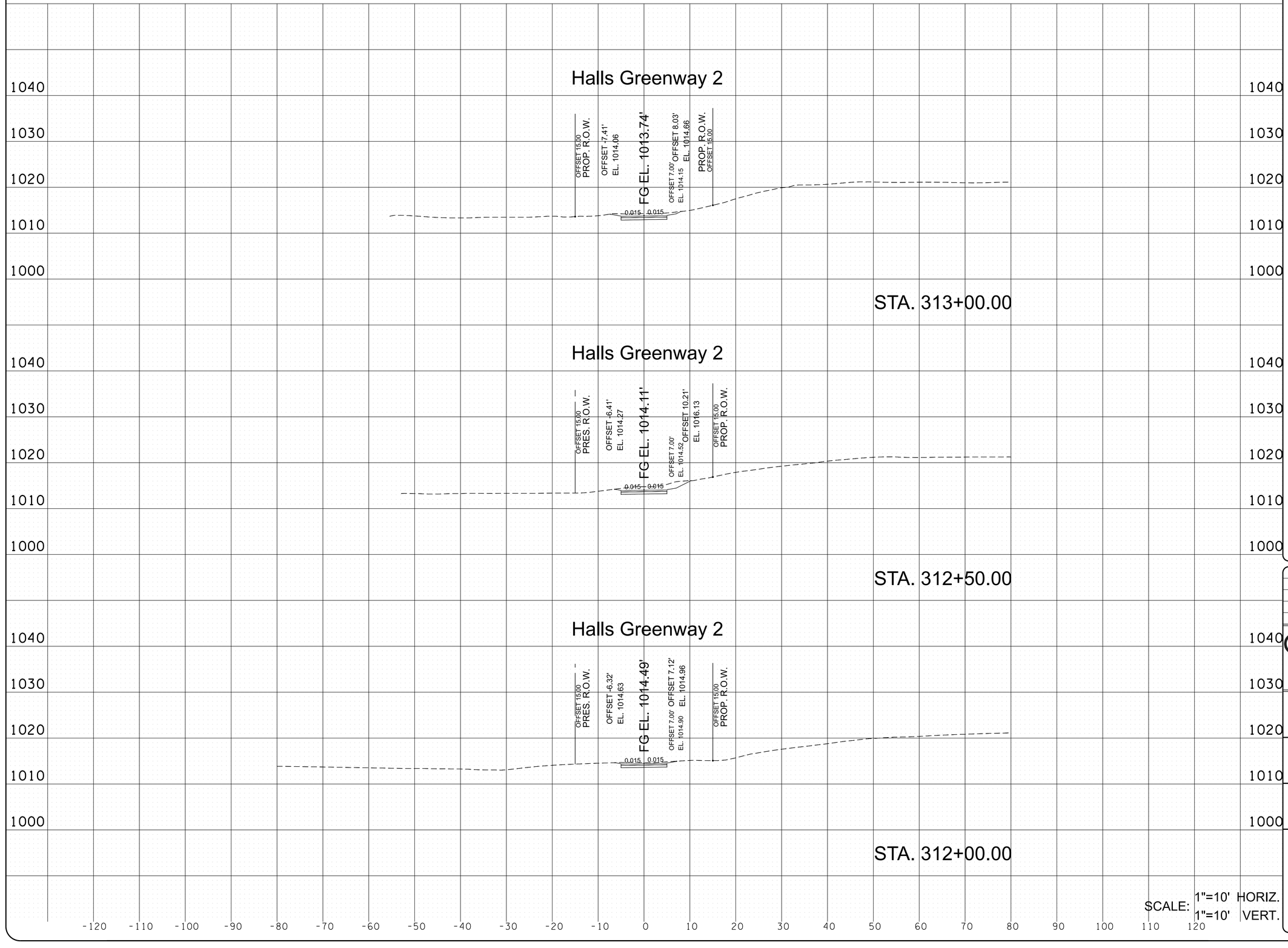

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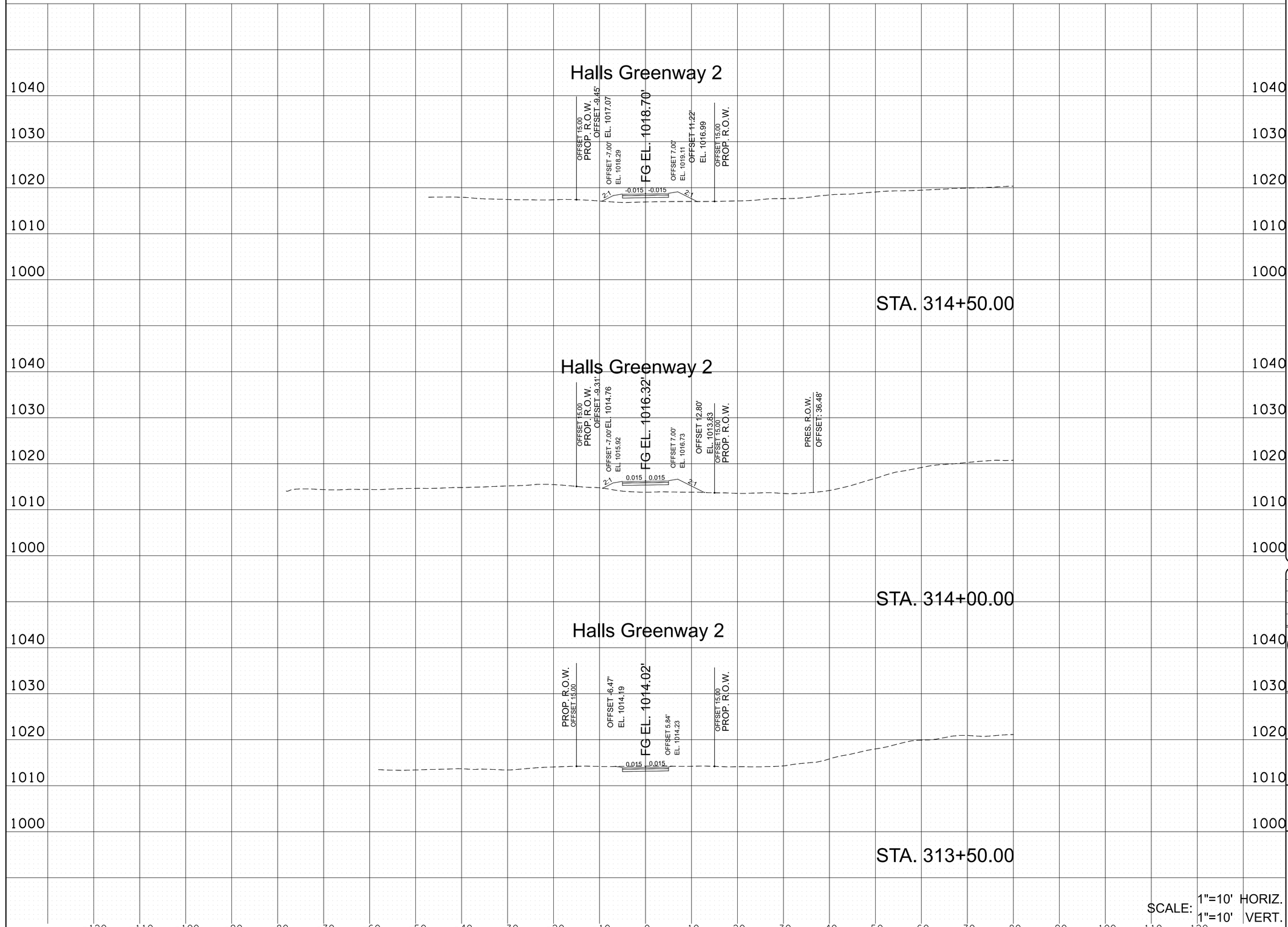

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P.M.	RJB
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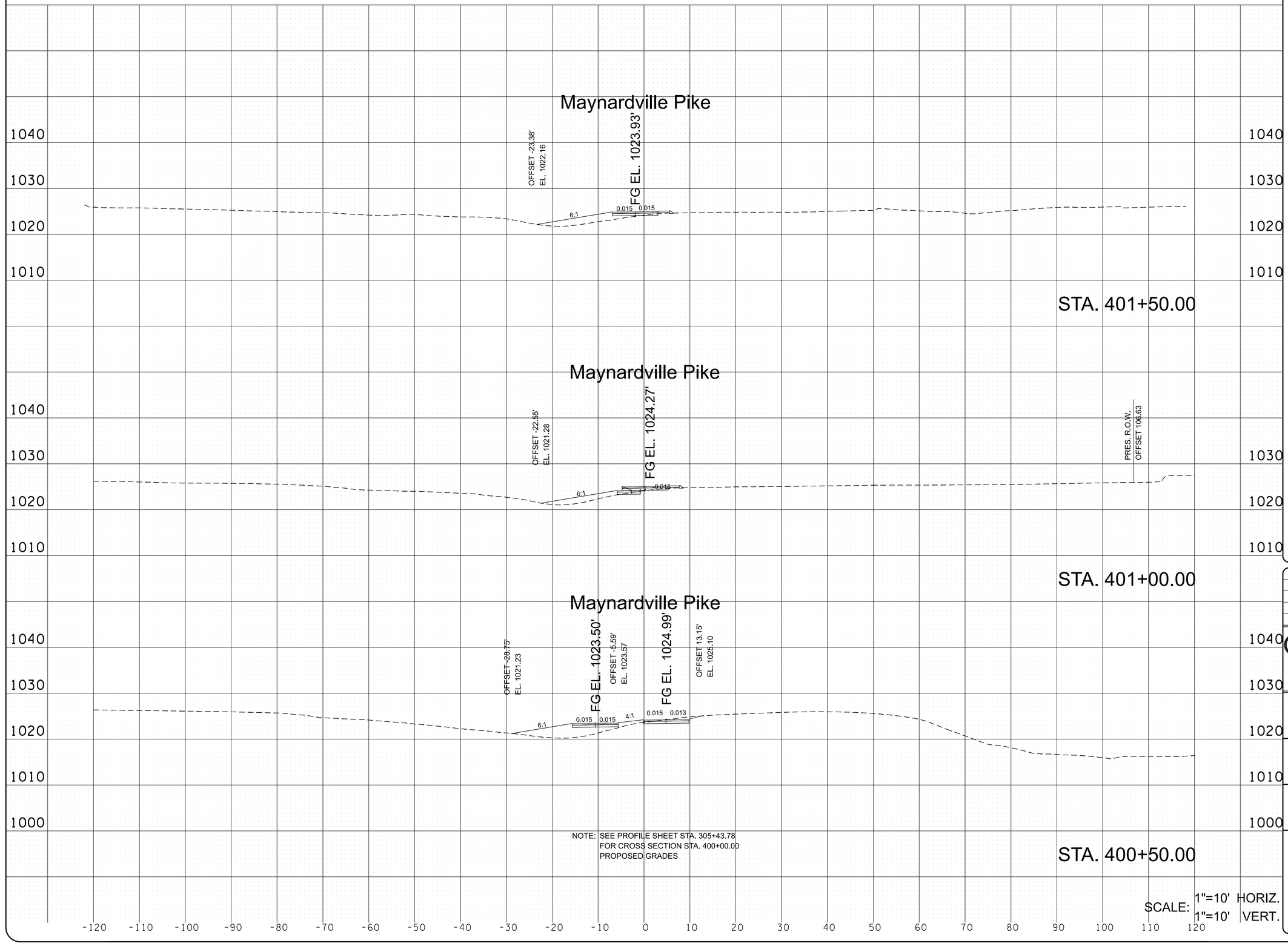
34

$$$$DATE$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATIONROW\00263_0112 HALLS GREENWAY XS.DGN



NOTE: SEE PROFILE SHEET STA. 305+43.78
FOR CROSS SECTION STA. 400+00.00
PROPOSED GRADES

SCALE: 1"=10' HORIZ.
1"=10' VERT.

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PROJECT:
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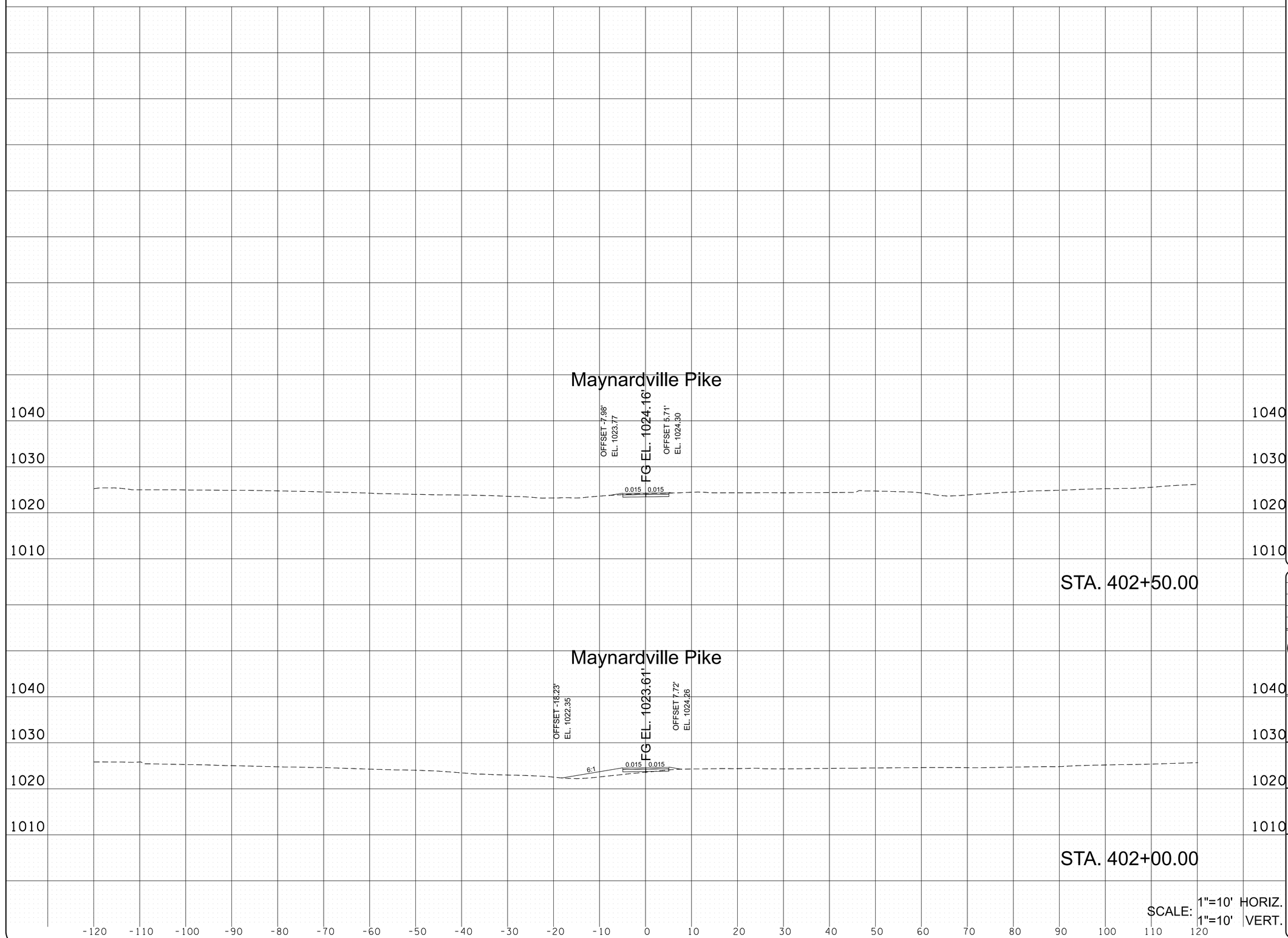
HALLS GREENWAY CONNECTOR

MAYNARDVILLE PIKE
CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

35

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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36

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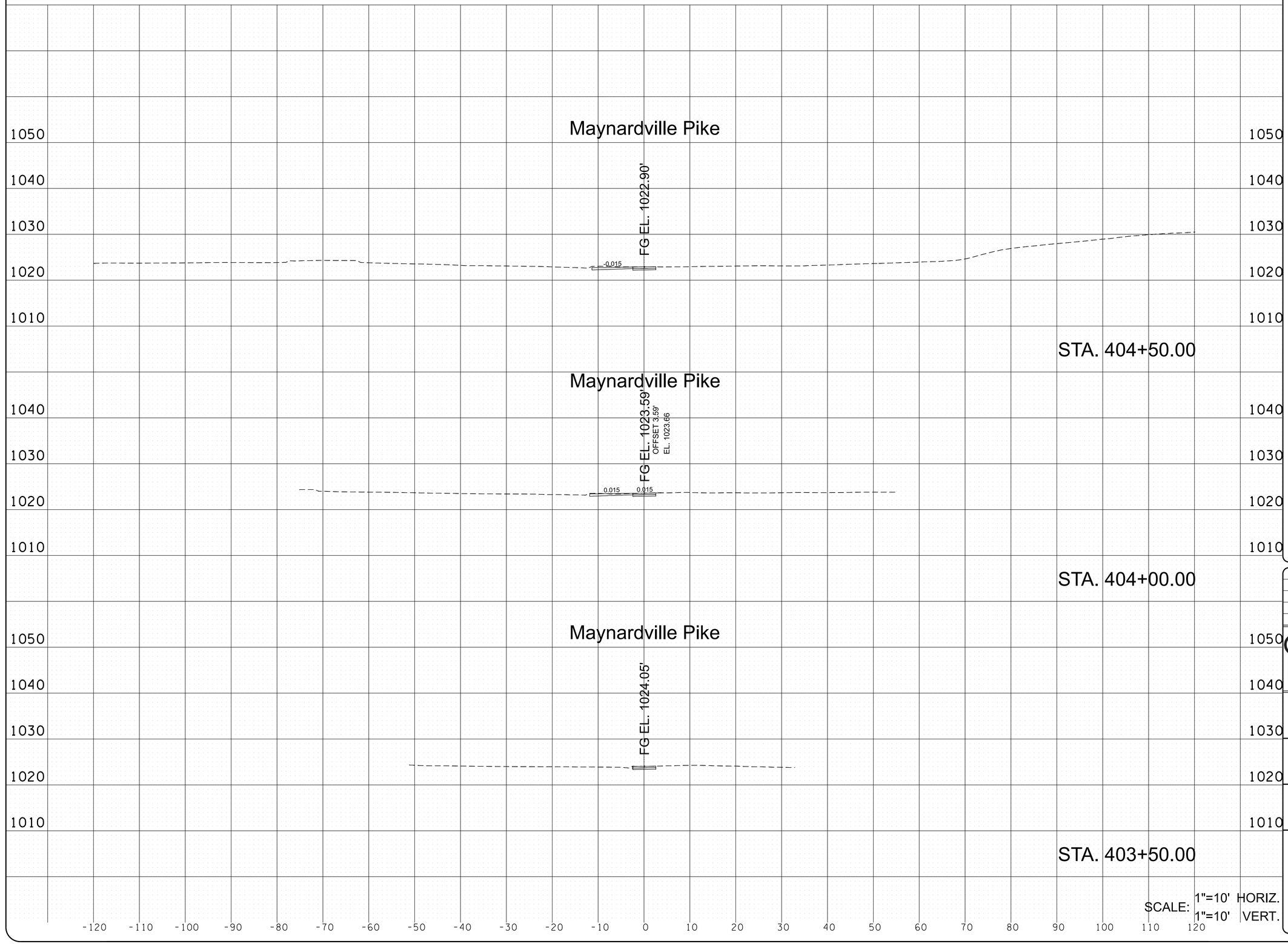
Z:\00263-011203-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



SCALE: 1"=10' HORIZ.
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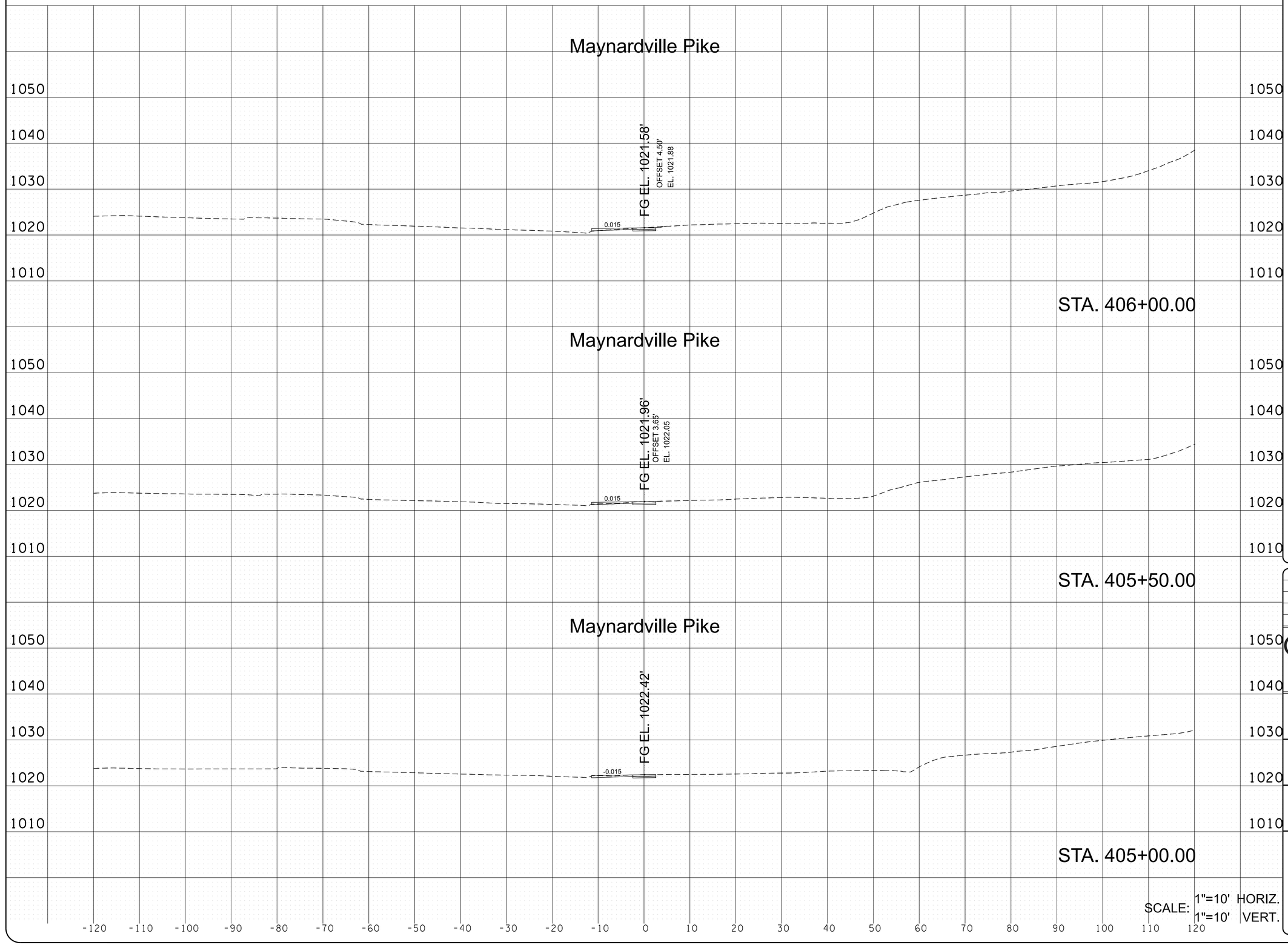
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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38

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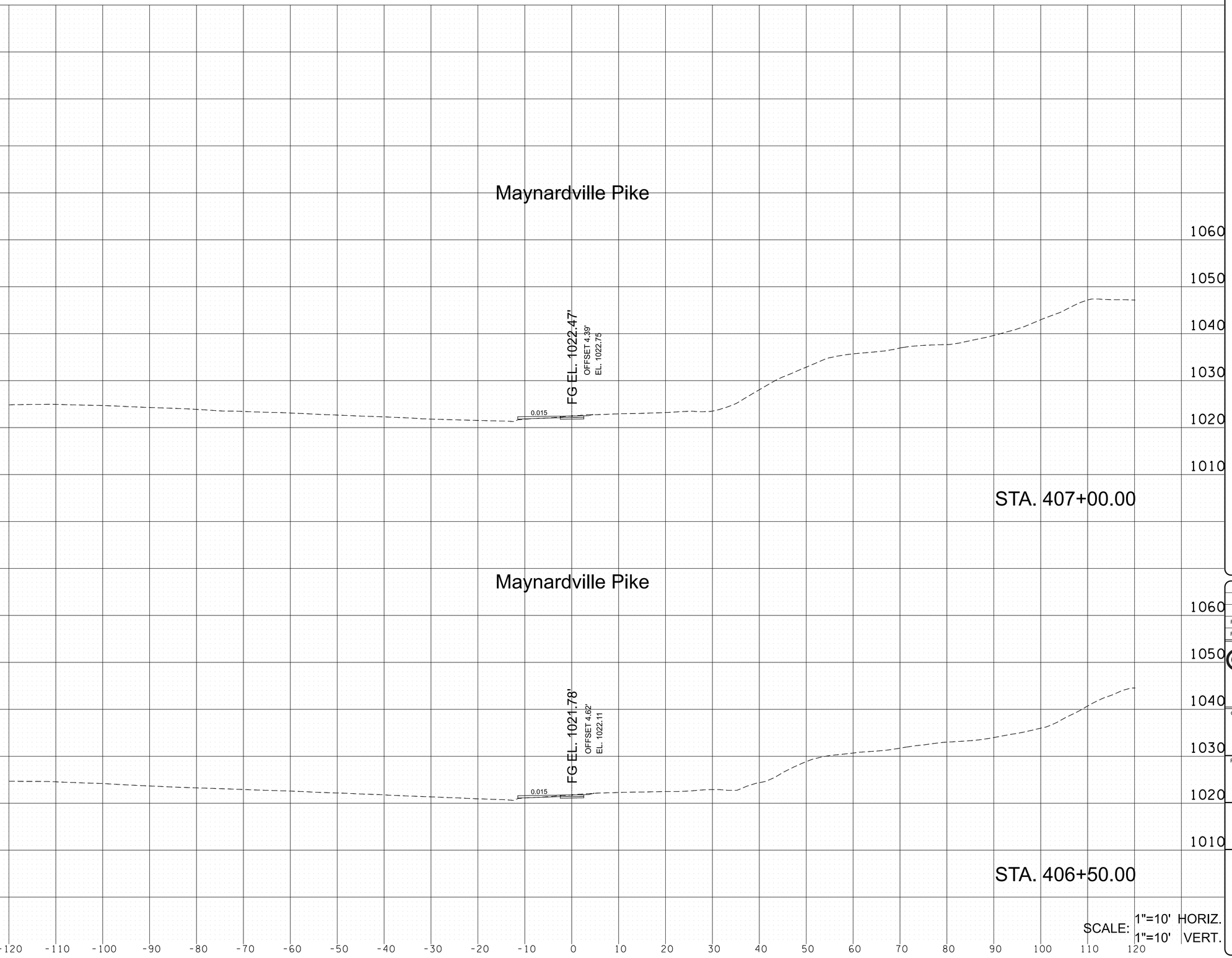
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



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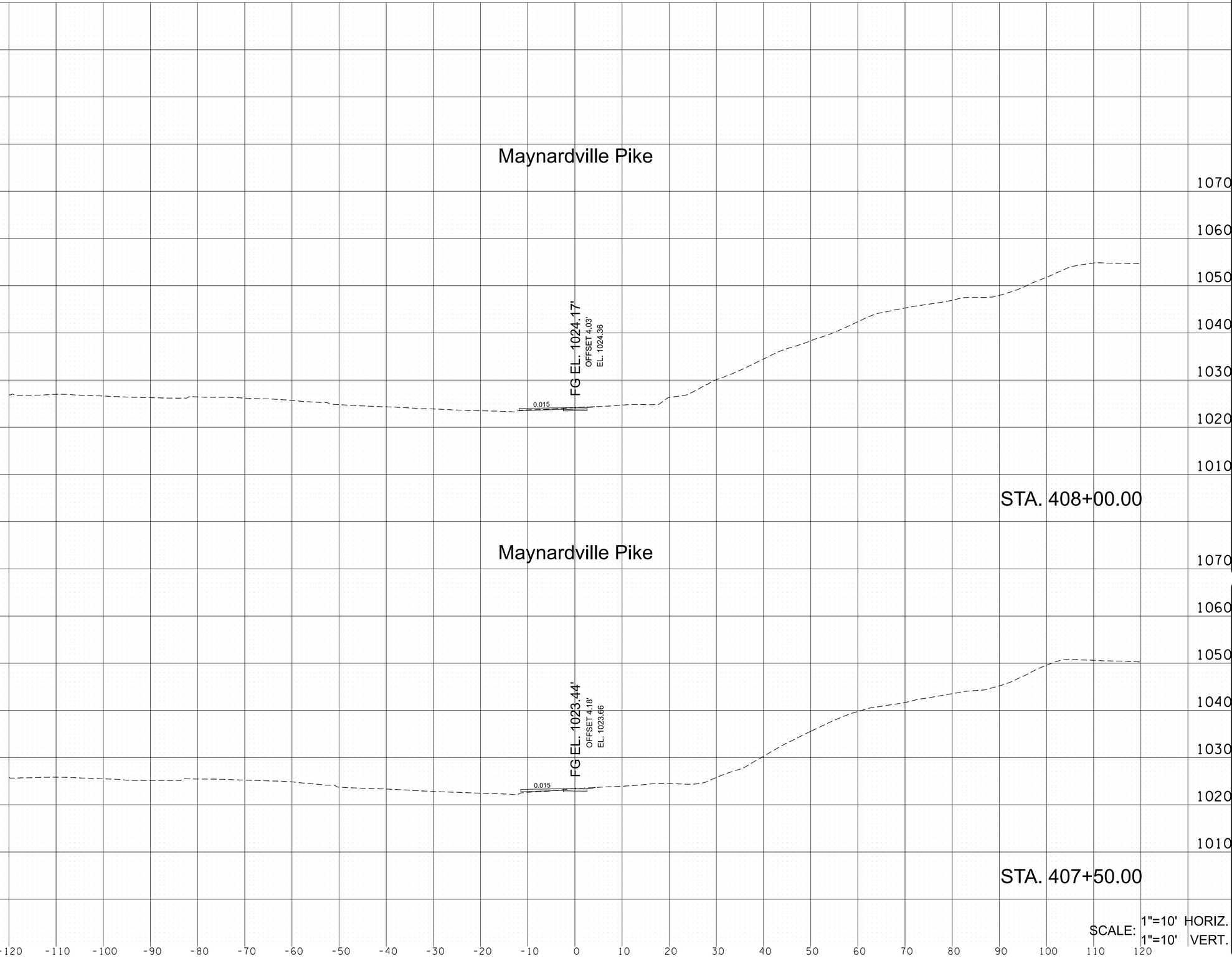

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40

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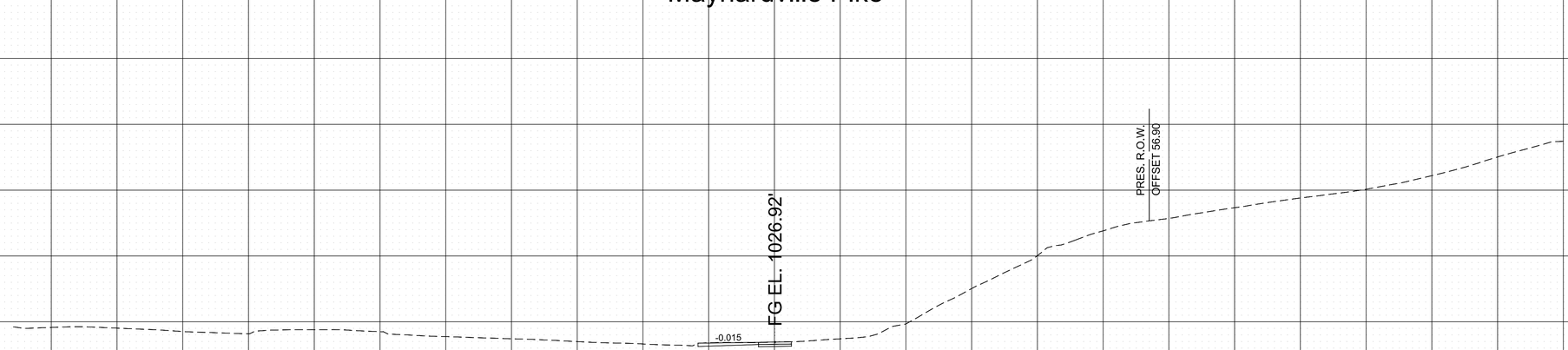
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

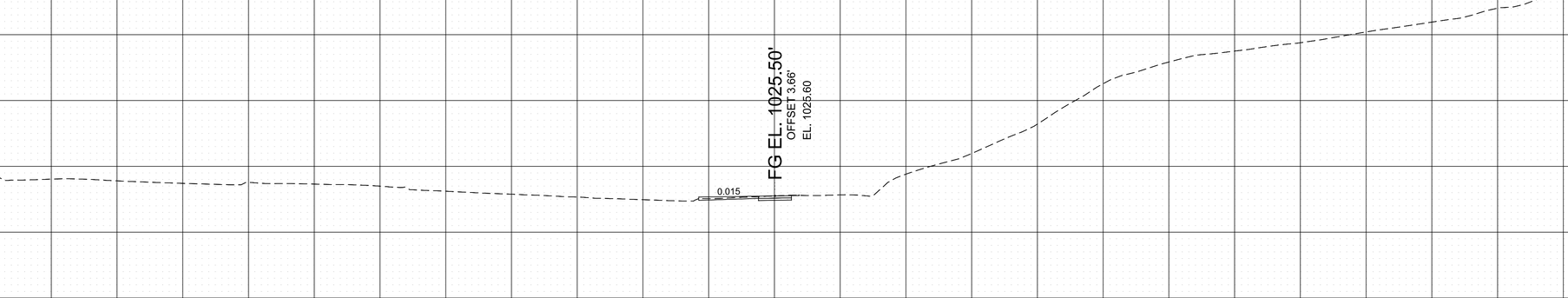
Maynardville Pike

STA. 409+00.00



Maynardville Pike

STA. 408+50.00



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41

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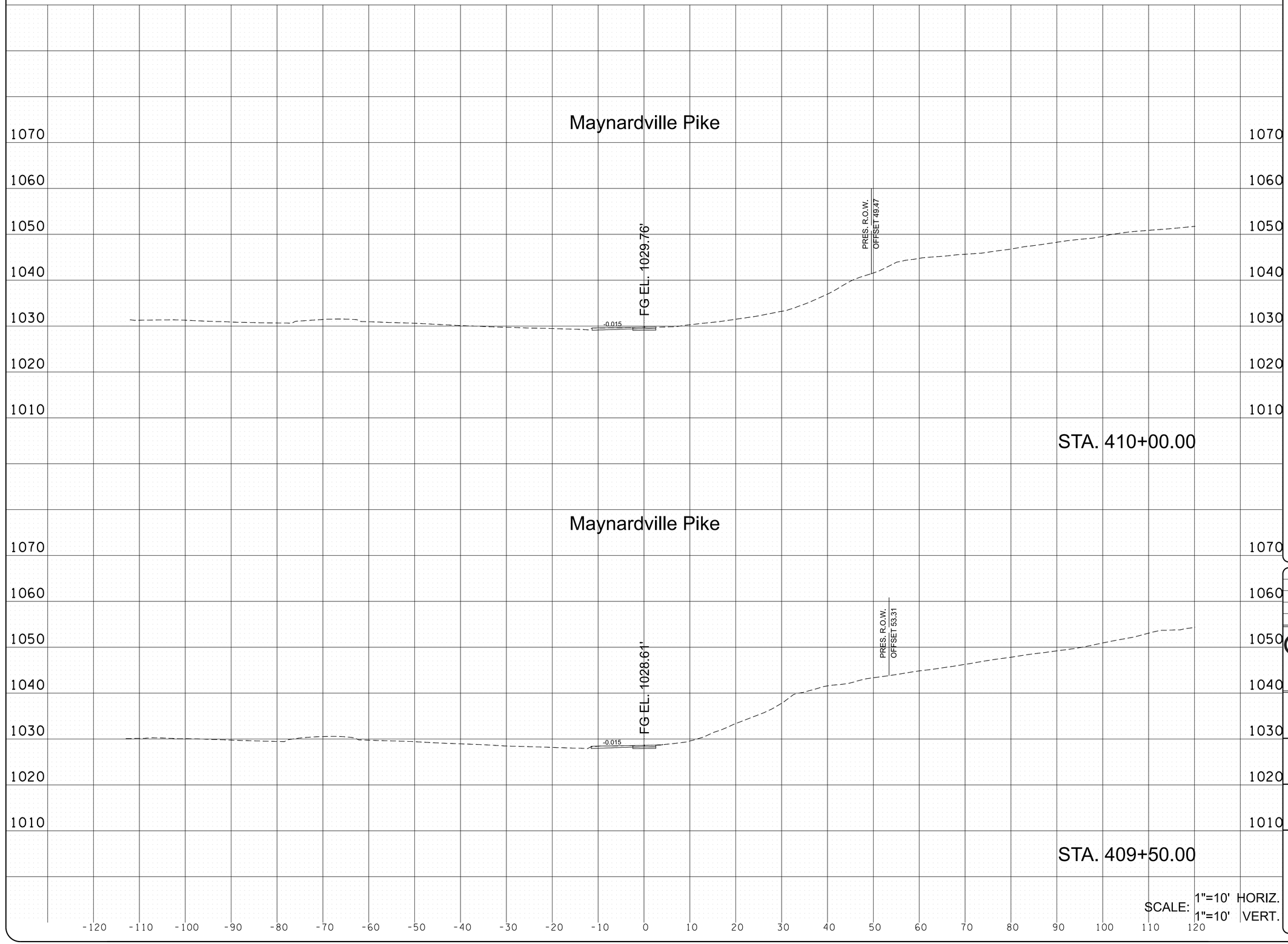

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TEL 865.670.8555
WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

MAYNARDVILLE PIKE
CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

Maynardville Pike

FG EL. 1032.13'

PRES. R.O.W.
OFFSET 38.79

-0.015

1050
1040
1030
1020

STA. 411+50.00

Maynardville Pike

FG EL. 1030.89'

PRES. R.O.W.
OFFSET 43.33

-0.015

1050
1040
1030
1020

STA. 411+00.00

Maynardville Pike

FG EL. 1030.31'

PRES. R.O.W.
OFFSET 46.91

-0.015

1060
1050
1040
1030
1020

STA. 410+50.00

-120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120

SCALE: 1"=10' HORIZ.
1"=10' VERT.

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
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CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

MAYNARDVILLE PIKE
CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

43

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

Maynardville Pike

PRES. R.O.W.
OFFSET -3.12

FG EL. 1038.49'

OFFSET 4.50'
EL. 1038.12

OFFSET 5.75'
EL. 1038.43

1050
1040
1030
1020

STA. 414+00.00

Maynardville Pike

FG EL. 1035.79'

-0.015

PRES. R.O.W.
OFFSET 36.76

1050
1040
1030
1020

STA. 413+00.00

Maynardville Pike

FG EL. 1033.11'

-0.015

PRES. R.O.W.
OFFSET 35.72

1050
1040
1030
1020

STA. 412+00.00

-120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120

SCALE: 1"=10' HORIZ.
1"=10' VERT.

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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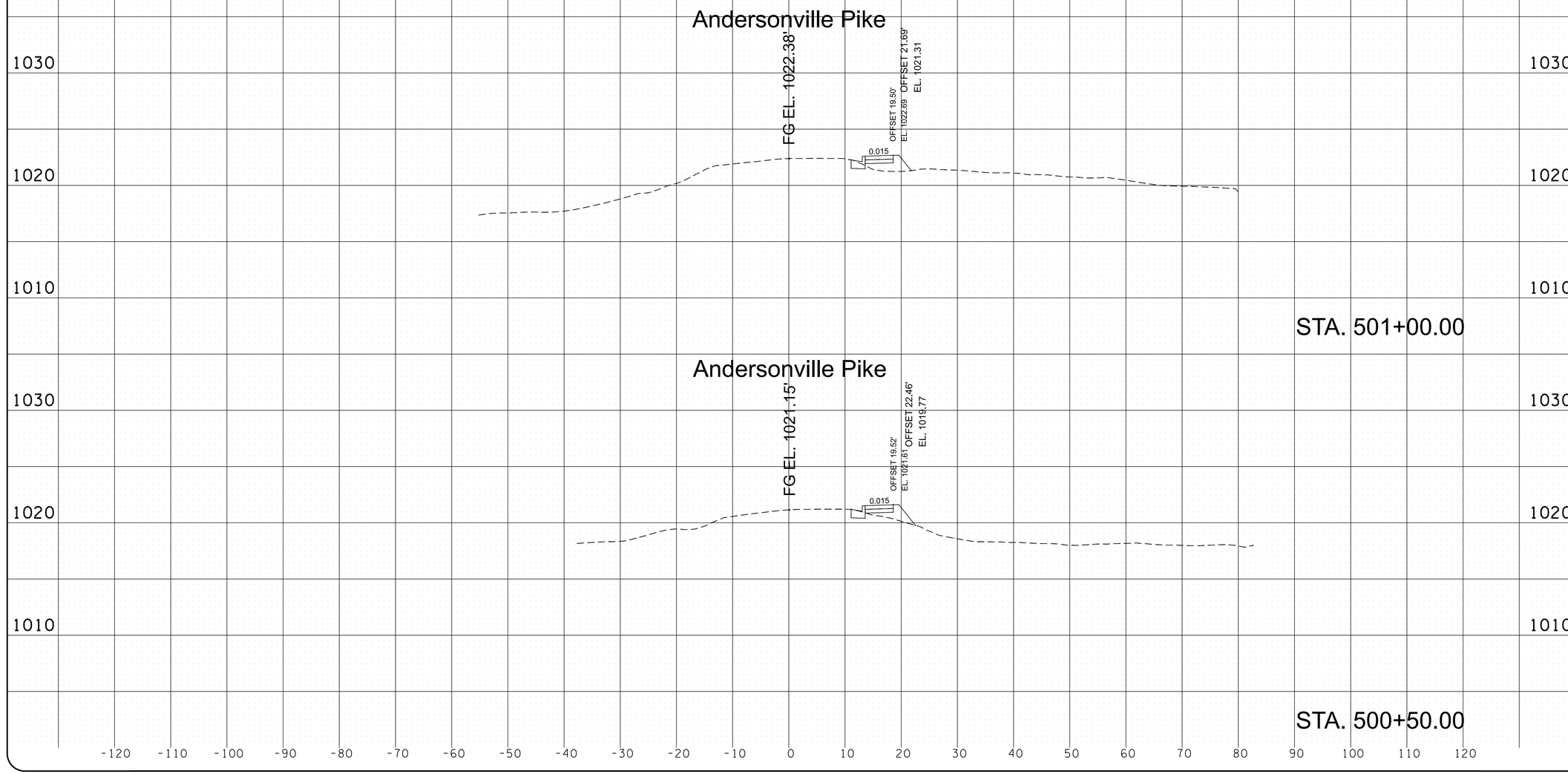
PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

MAYNARDVILLE PIKE
CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

44

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

CANNON & CANNON INC
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WWW.CANNON-CANNON.COM
10025 Investment Drive
Suite 120
Knoxville, TN 37932

CLIENT:
KNOX COUNTY DEPARTMENT OF PARKS AND RECREATION

PROJECT:
PIN 132052.00
HALLS GREENWAY CONNECTOR

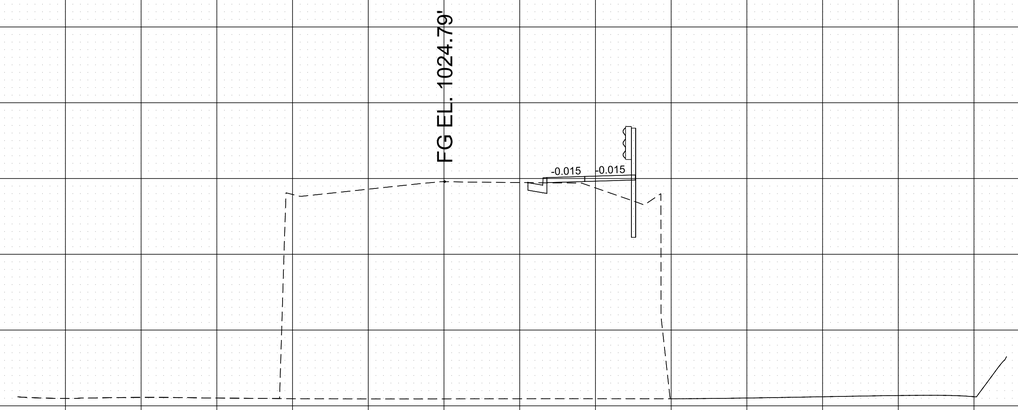
ANDERSONVILLE PIKE
CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

45

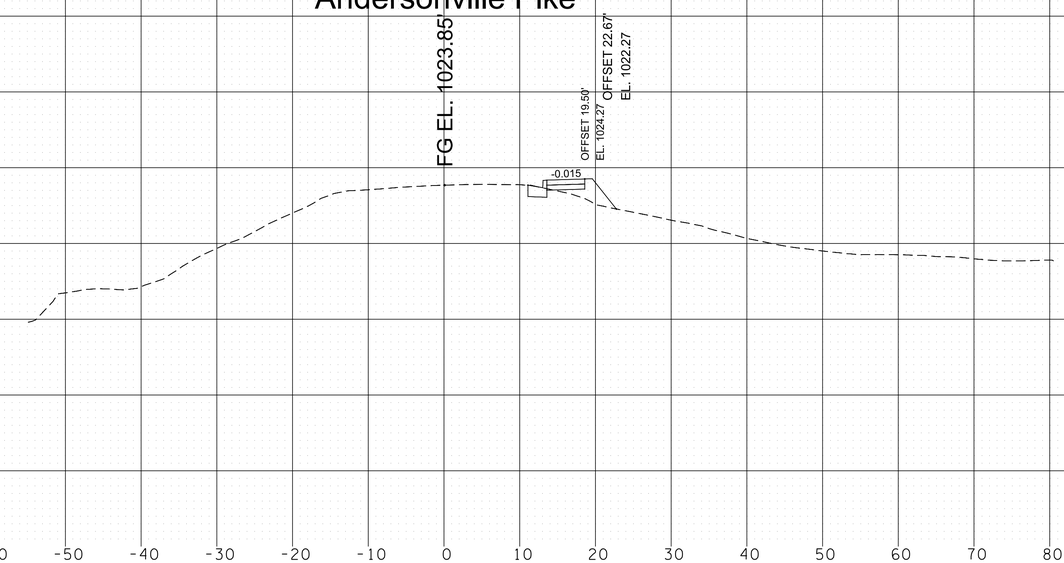
$$$$DATE$$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

Andersonville Pike



STA. 502+00.00

Andersonville Pike



STA. 501+50.00

-120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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ANDERSONVILLE PIKE CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

46

$$$$DATE$$$$$$$$$$$$TIME$$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

Andersonville Pike

FG EL. 1027.47'

STA. 503+50.00

Andersonville Pike

FG EL. 1026.59'

STA. 503+00.00

Andersonville Pike

FG EL. 1025.37'

OFFSET 19.50'
EL. 1025.71

OFFSET 21.83'
EL. 1024.24

-0.015

STA. 502+50.00

1040
1030
1020
1010

-120 -110 -100 -90 -80 -70 -60 -50 -40 -30 -20 -10 0 10 20 30 40 50 60 70 80 90 100 110 120

$$$$DATE$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

REVISED PER TDOT ROW COMMENTS	11/8/2024
REVISIONS	DATE

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CCI PROJECT NO.	00263_0112
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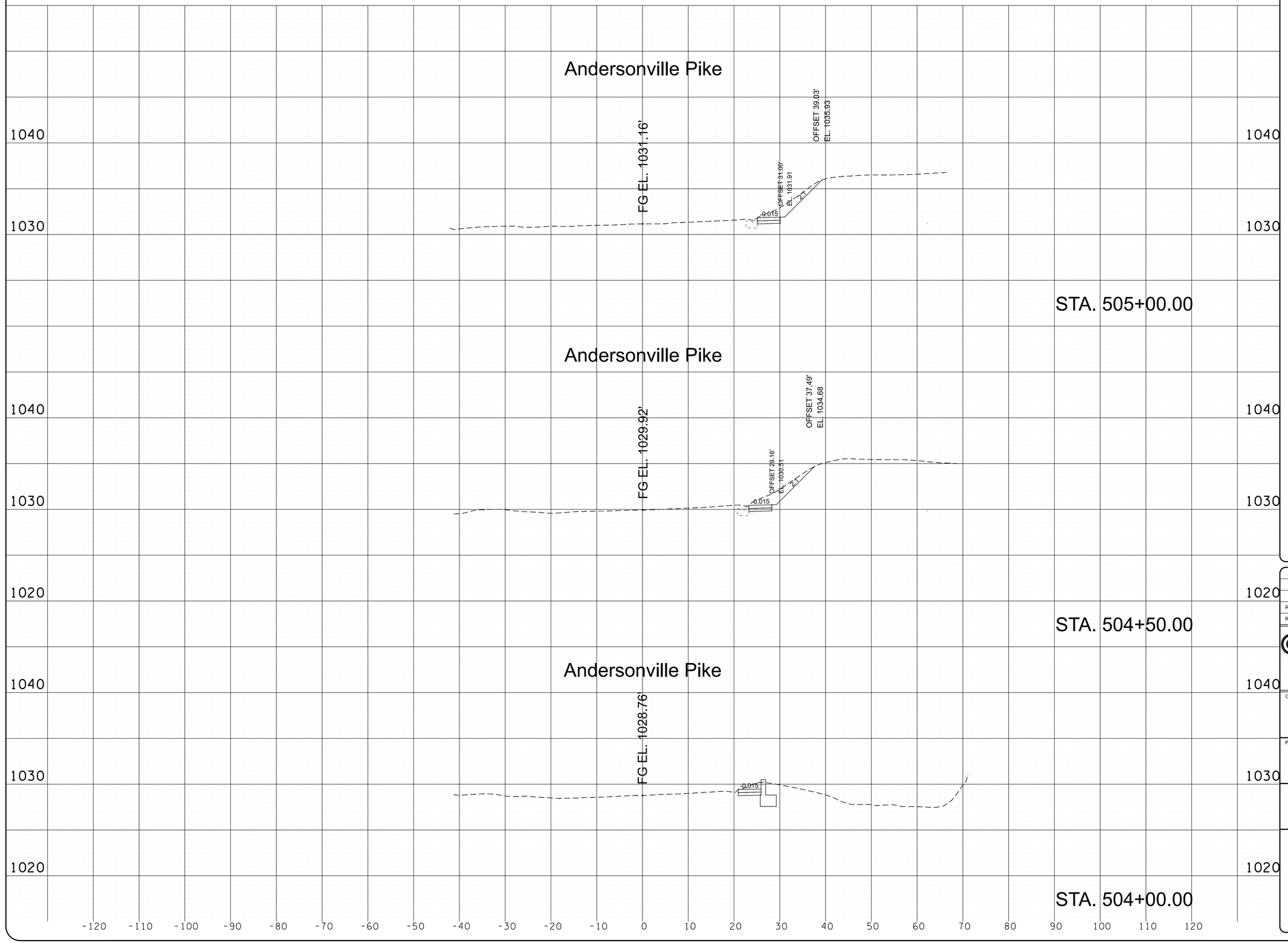
47



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Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN

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CROSS SECTIONS

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DATE	10/24/2024
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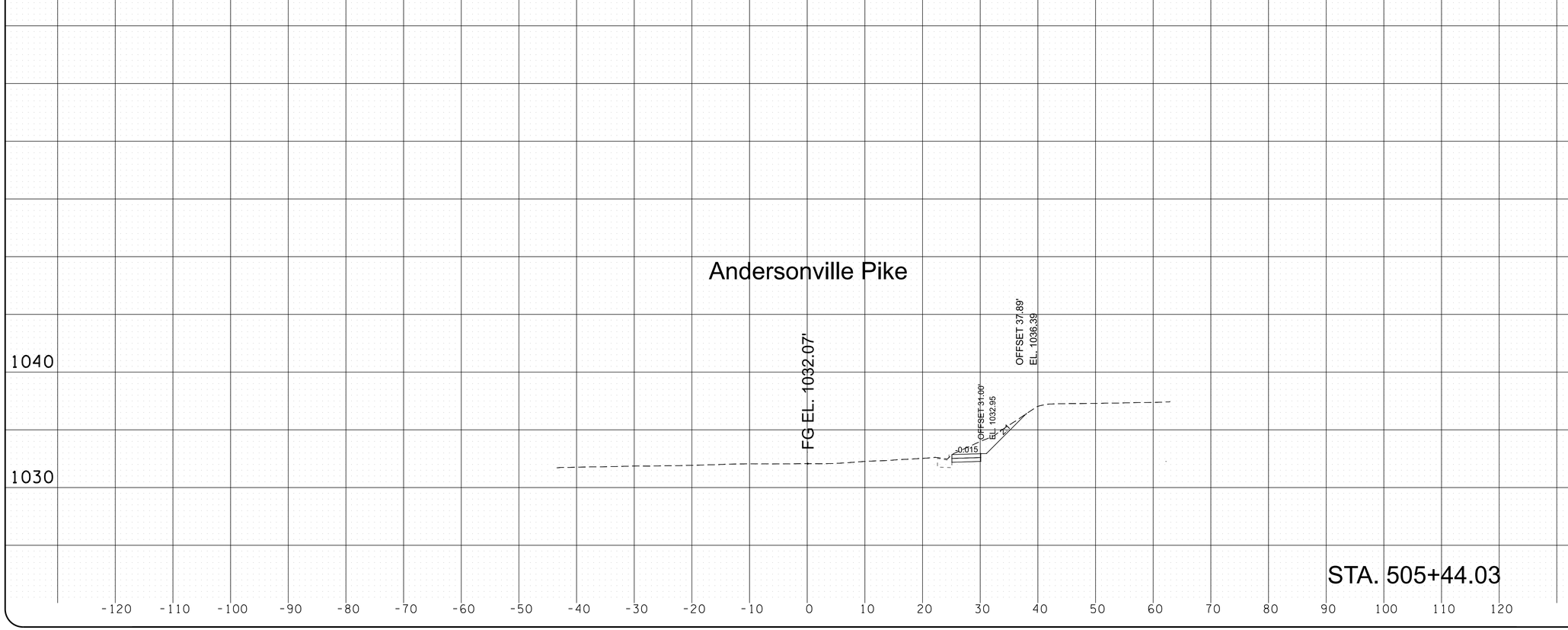
DRAWN	TAP
Q.C.	RJB

48



REVISIONS	DATE
REVISED PER TDOT ROW COMMENTS	11/8/2024

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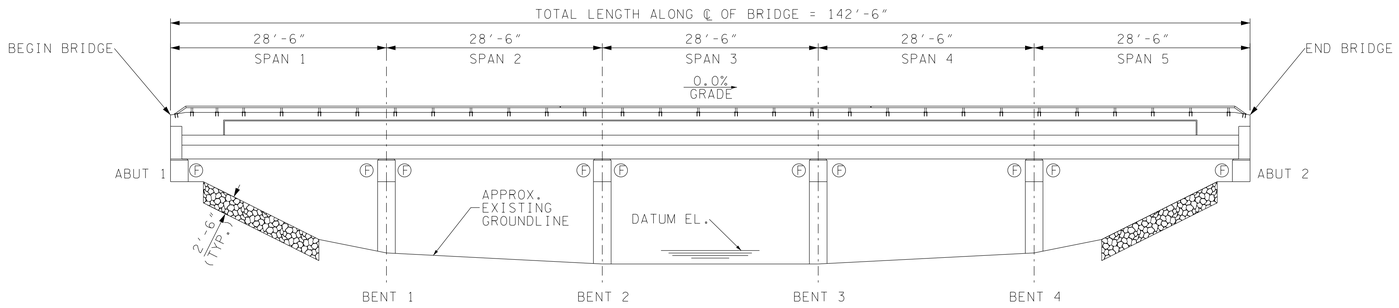
ANDERSONVILLE PIKE CROSS SECTIONS

CCI PROJECT NO.	00263_0112
DATE	10/24/2024
P.M.	RJB
DRAWN	TAP
Q.C.	RJB

49

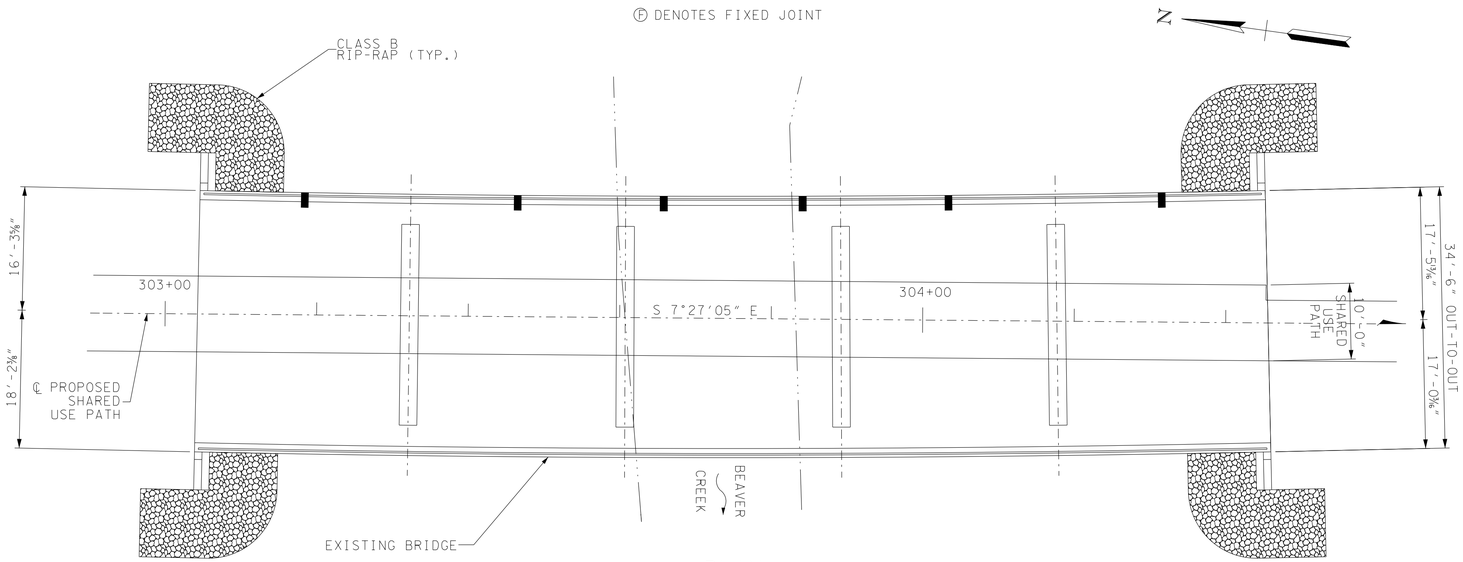
$$$$DATE$$$$$$$$$$$TIME$$$$$$$
Z:\00263-0112\03-DRAWINGS\02-TRANSPORTATION\ROW\00263_0112 HALLS GREENWAY XS.DGN



ELEVATION

(SCALE: 1″ = 10′)

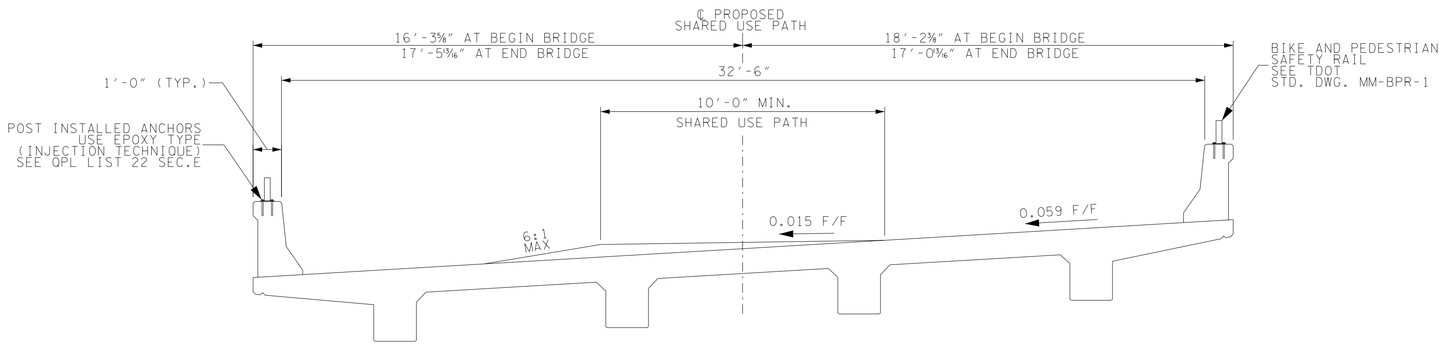
Ⓕ DENOTES FIXED JOINT



PLAN

(SCALE: 1″ = 10′)

▉ DENOTES BRIDGE DECK DRAIN



TYPICAL SECTION

(SCALE:⅜″ = 1′)

SCOPE OF WORK:

1. INSTALL BIKE AND PEDESTRIAN SAFETY RAIL PER TDOT STD. DWG. MM-BPR-1 UTILIZING POST INSTALLED ANCHORS TO BE PAID FOR UNDER ITEM NO. 604-01.20 BOX TUBE SAFETY RAIL, L.F.
2. PLACE ASPHALT OVERLAY ON BRIDGE DECK AS REQUIRED TO CONSTRUCT THE SHARED USE PATH PER GREENWAY PLANS.

NOTES:

CONSTRUCTION SPECIFICATIONS: STANDARD ROAD AND BRIDGE SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORATION (JANUARY 1, 2021 EDITION), AND THE 4TH EDITION (2017) AASHTO LRFD BRIDGE CONSTRUCTION SPECIFICATION WITH INTERIMS.

DESIGN SPECIFICATIONS: 9TH EDITION (2020) AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS WITH INTERIMS, AND THE 2ND EDITION (2011) AASHTO GUIDE SPECIFICATIONS FOR LRFD SEISMIC BRIDGE DESIGN WITH INTERIMS.

SHOP DRAWINGS: REFER TO SECTION 105.02 OF THE STANDARD SPECIFICATIONS. IF USING PAPER COPIES, SHOP DRAWINGS ARE TO BE SENT TO THE BRIDGE REPAIR OFFICE IN THE DIVISION OF STRUCTURES, FOR ELECTRONIC SUBMITTALS, SEE SECTION 105.02 OF THE STANDARD SPECIFICATIONS. EACH SHOP DRAWING SHALL CONTAIN IN THE TITLE BLOCK THE FOLLOWING: THE STATE PROJECT NUMBER, COUNTY, BRIDGE NAME, BRIDGE NUMBER (OR STRUCTURE TYPE AND NUMBER), STATION, AND CONTRACT NUMBER. SHOP DRAWINGS WITH TITLE BLOCKS NOT INCLUDING THE FOREGOING IDENTIFICATION WILL BE RETURNED FOR CORRECTION BEFORE ANY REVIEWS FOR APPROVAL ARE CONDUCTED.

SPECIAL NOTE TO CONTRACTOR: CONCTRACTOR SHALL USE EXTREME CARE AND TAKE ANY MEASURES NECESSARY TO ENSURE THAT NO DEBRIS IS DROPPED INTO THE STREAM. ANY DEBRIS WHICH IS ALLOWED TO DROP ON THE BANKS BELOW THE BRIDGE SHALL NOT BE ALLOWED TO ENTER THE STREAM AND SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. COST OF REMOVAL AND DISPOSAL OF DEBRIS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS.

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: SUSANNE DAWSON
DRAWN BY: THOMAS PEPLOW
SHEET CHK'D BY: SUSANNE DAWSON
CROSS CHK'D BY: FRANK G. BALE
APPROVED BY: XX
DATE: OCTOBER 2024

CDM Smith
1100 Marion Street, Suite 300
Knoxville, TN 37921
Tel: (865) 963-4300

KNOX COUNTY
HALLS GREENWAY EXTENSION
BRIDGE NO. 47-SR33-15.20
FEDERAL BRIDGE ID NO. 47SR0330032
EXISTING BRIDGE ON ABANDONED SR 33 OVER BEAVER CREEK

PRELIMINARY LAYOUT, ELEVATION, AND TYPICAL SECTION OF BRIDGE MODIFICATIONS

PROJECT NO.
FILE NAME:
SHEET NO.
S-1

30% SUBMITTAL - NOT FOR CONSTRUCTION

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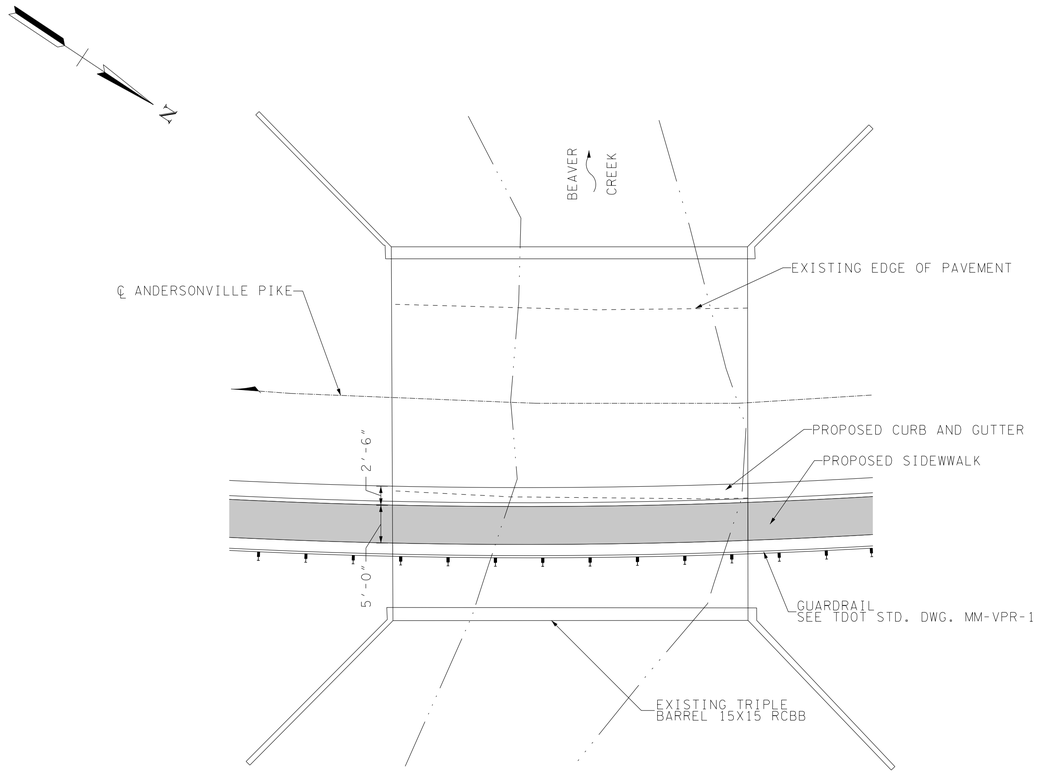
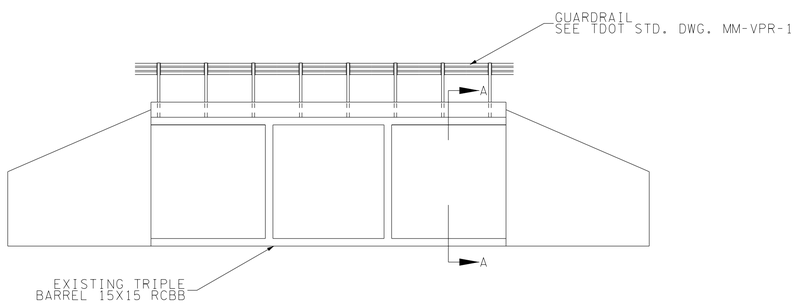
REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.



PLAN
(SCALE: 1" = 10')

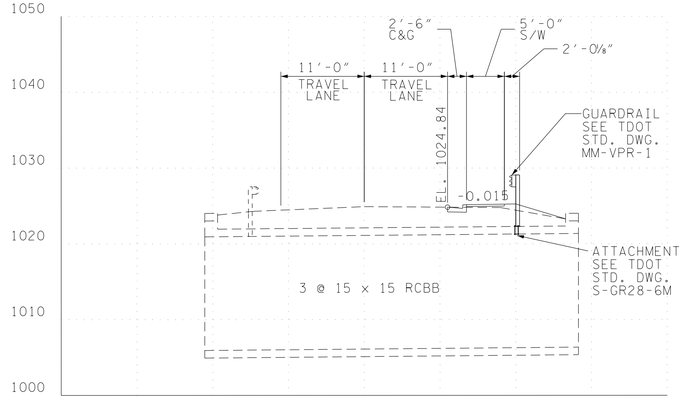


ELEVATION
(SCALE: 1" = 10')

SCOPE OF WORK:

1. INSTALL VEHICLE AND PEDESTRIAN SAFETY RAIL PER TDOT STD. DWG. MM-VPR-1 UTILIZING TDOT STD. DWG. S-GR28-6M, GUARDRAIL ATTACHMENT TO CONCRETE DECKS. TO BE PAID FOR UNDER ITEM NO. 705-06.27, THRIE BEAM 38IN VEHICLE & PEDESTRIAN SAFETY RAIL, L.F.

2. PLACE PROPOSED SIDEWALK AND CURB AND GUTTER PER GREENWAY PLANS.



SECTION A-A
(SCALE: 1" = 10')

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REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: SUSANNE DAWSON
DRAWN BY: THOMAS PEPLOW
SHEET CHK'D BY: SUSANNE DAWSON
CROSS CHK'D BY: FRANK G. BALE
APPROVED BY: XX
DATE: OCTOBER 2024

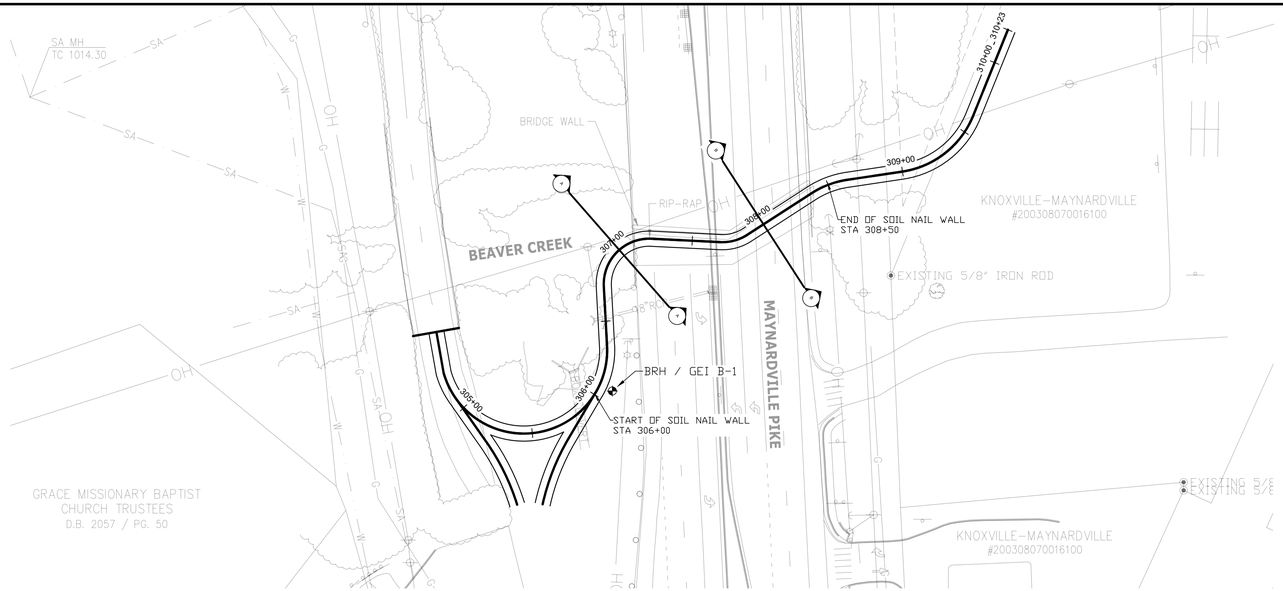
CDM Smith
1100 Marion Street, Suite 300
Knoxville, TN 37921
Tel: (865) 963-4300

KNOX COUNTY
HALLS GREENWAY EXTENSION
EXISTING CULVERT ALONG ANDERSONVILLE PIKE OVER BEAVER CREEK

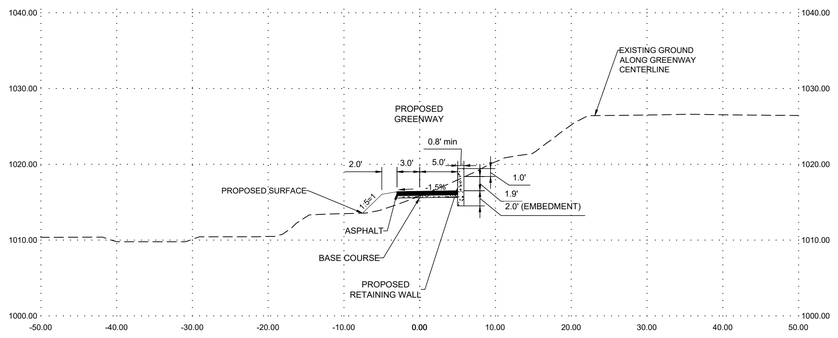
PRELIMINARY LAYOUT, ELEVATION, AND
TYPICAL SECTION OF CULVERT MODIFICATION

PROJECT NO.
FILE NAME:
SHEET NO.
S-2

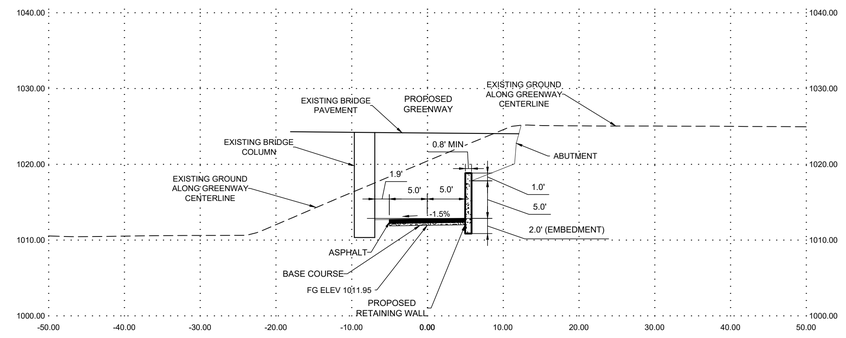
30% SUBMITTAL - NOT FOR CONSTRUCTION



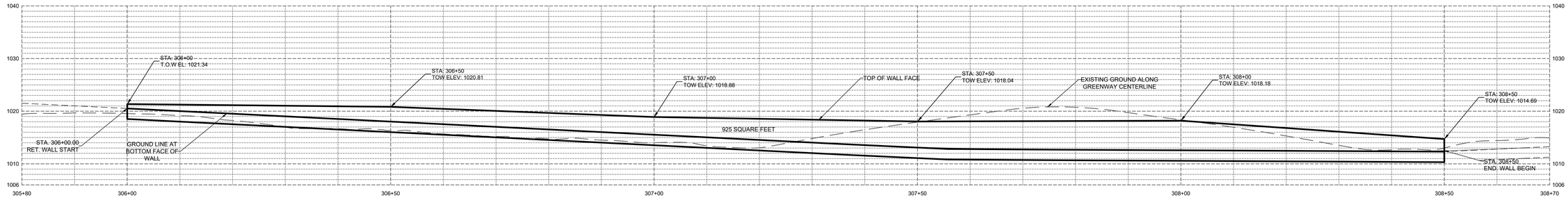
RETAINING WALL PLAN VIEW
1"=50'



STA 307+00 SECTION A-A (TYPICAL)
SCALE: 1"=10' VERTICAL
1"=10' HORIZONTAL



STA 308+00 SECTION B-B (TYPICAL)
SCALE: 1"=10' VERTICAL
1"=10' HORIZONTAL



RETAINING WALL PLAN PROFILE
SCALE: 1"=10' VERTICAL
1"=10' HORIZONTAL

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

DRAFT

Designed:	TA
Drawn:	YS
Checked:	RTS
Approved:	*JHC/MFP*
P.E. No:	108098
GEI Project	2406000

GEI Consultants
GEI CONSULTANTS, INC.
520 WEST SUMMIT HILL DRIVE
SUITE 503
KNOXVILLE, TN 37902
(865)333-7141

HALLS GREENWAY CONNECTOR
PIN:132052.00

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
SOIL NAIL WALL CONCEPTUAL DRAWING

SHEET NO.
1

10/24/2024 2:03:43 PM B:\Working\CANNON AND CANNON INC\2406000 Halls Greenway Connector\00_CAD\Design\Working\2406000 Halls Greenway Connector.dwg

TYPE	YEAR	PROJECT NO.	SHEET NO.

ACCEPTABLE WALL TYPES

SOIL NAIL WALL

THE RETAINING WALL (S) SHALL BE ONE OF THE WALL TYPE (S) AS LISTED ABOVE OR ON FORTHCOMING "RETAINING WALL DETAIL-GEOMETRIC LAYOUT" SHEET (S). ANY PROPIETARY RETAINING WALL SYSTEM SHALL BE LISTED AS PRE-APPROVED IN QPL 38.

RETAINING WALL DESIGN NOTES

UNLESS SPECIFICALLY STATED OTHERWISE IN THE CONTRACT PLANS, THE BIDDING FOR, THE DESIGN OF AND THE CONSTRUCTION OF RETAINING WALLS SHOWN IN THE PLANS SHALL BE GOVERNED BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIAL PROVISIONS 624 REGARDING RETAINING WALLS. THIS SPECIAL PROVISIONS SHALL BE CONSIDERED AS ONE OF THOSE DOCUMENTS WHICH THE BIDDER/CONTRACTOR HAS EXAMINED AND MADE HIMSELF FAMILIAR WITH AS DESCRIBED IN SECTION 102.04 - EXAMINATION OF THE SITE. THE WORK, THE PLANS, AND THE SPECIFICATIONS IN THE TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

EXCAVATION FOR THE WALL AND/OR ITS FOOTING SHALL NOTE BE ACCOMPLISHED UNTIL THE CONTRACTOR SUBMITTED WALL DESIGNS AND CALCULATIONS AND HAS BEEN ISSUED AN APPROVED SET OF WALL PLANS AND HAS LABOR AND MATERIALS RESOURCES AVAILABLE TO BEGIN AND CONTINUE WALL CONSTRUCTION IMMEDIATELY AFTER EXCAVATION.

THIS WALL SHALL BE DESIGNED IN ACCORDANCE WITH LRFD DESIGN PROCEDURES AND REQUIREMENTS AS DESCRIBED IN:

-AASHTO LFRD BRIDGE DESIGN SPECIFICATIONS, 2017

-PUBLICATIONS FHWA-NHI-14-007/FHWA GEC 007, SOIL NAIL WALLS REFERENCE MANUAL FEBRUARY 2015

FOR PROPRIETARY WALL SYSTEMS THAT HAVE BEEN APPROVED AS SHOWN (IN OPL 38. THE WALL DESIGNER SHALL BE RESPONSIBLE FOR PROVIDING WALL DESIGNS INCORPORATING MATERIALS AND COMPONENTS (I.E. REINFORCEMENT CONNECTION DEVICES, SPECIFIC MANUFACTURER AND PROPERTIES OF GEOGRID (AS WAS ORIGINALLY SUBMITTED AND APPROVED BY TDOT, IF A MATERIAL AND/OR COMPONENT AND/OR COMPONENT OF THE WALL SYSTEM HAVE BEEN MODIFIED FROM THE ORIGINALLY APPROVED SYSTEM, A WALL DESIGN AND SET OF PLANS AND CALCULATIONS FOR THIS WALL SYSTEM CANNOT BE SUBMITTED FOR REVIEW AND APPROVAL UNTIL THE WALL SYSTEM DESIGNER WHO ORIGINALLY SUBMITTED THE WALL SYSTEM FOR APPROVAL BY TDOT SUBMITS A REQUEST FOR RE-APPROVAL UTILIZING THE MODIFIED ELEMENTS OF THE WALL. THIS SUBMITTAL DOES NOT GUARANTEE APPROVAL OF THE MODIFIED SYSTEM. IF THIS RE-APPROVAL PROCESS DOES NOT MEET THE CONTRACTOR'S SCHEDULE OR IF THE MODIFIED SYSTEM IS NOT APPROVED, THE CONTRACTOR/WALL, DESIGNER SHALL PROVIDE A WALL DESIGN FOR ONE OF THE APPROVED SYSTEMS AT NO CHANGE IN CONTRACT PRICE FOR THE RETAINING WALL AND NO CHANGE IN PROJECT SCHEDULE REQUIREMENTS WILL BE ALLOWED.

THE WALL DESIGNER SHALL PROVIDE RETAINING WALL PLANS, DETAILS AND CALCULATIONS AS REQUIRED BY SPECIAL 624 AND AS REQUIRED HEREIN.

THE WALL DESIGNER SHALL UTILIZE THE GEOTECHNICAL PARAMETERS AND RESISTANCE FACTORS AS PROVIDED FOR EACH PROJECT RETAINING WALL ON THE "RETAINING WALL DETAIL" SHEET (S) TO PREPARE AND SUBMIT DESIGN CALCULATIONS. LOAD FACTORS AND OTHER PERTINENT DESIGN REQUIREMENTS PROVIDED IN AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 2017 AND INTERIMS SHALL BE USED FOR NON-MSE WALLS AND PUBLICATION FHWA-NHI-14-007/FHWA GEC 007 SOIL NAIL WALLS REFERENCE MANUAL, FEBRUARY 2015 SHALL BE USED FOR SOIL NAIL WALLS.

CALCULATIONS FOR BOTH INTERNAL AND EXTERNAL STABILITY (SLIDING, ECCENTRICITY, AND BEARING CAPACITY-GLOBAL STABILITY AND SETTLEMENT BEING THE EXCEPTIONS) SHALL BE PROVIDED FOR EACH CRITICAL WALL SECTION WHICH DEMONSTRATES THE REQUIRED CAPACITY TO DEMAND RATIO OF 1.0 IS MET UTILIZING THE DESIGN PARAMETERS PROVIDED. THE WALL DESIGNER/CONTRACTOR PLANS MUST INCLUDE ANY FOUNDATION IMPROVEMENTS AS REQUIRED HEREIN ON THE WALL DESIGNER/CONTRACTOR'S WALL ELEVATION VIEWS AND ANY CROSS-SECTIONAL DETAIL DRAWINGS.

UNLESS OTHERWISE STATED. THE WALL DESIGNER CAN ASSUME THAT MINIMUM GLOBAL STABILITY AND SETTLEMENT CRITERIA IS ACHIEVED WITH A WALL DESIGN MEETING OTHER MINIMUM EXTERNAL STABILITY REQUIREMENTS AND ASSUMING WALL FOUNDATION BEARING IMPROVEMENTS ARE MET. WHILE THE WALL DESIGNER'S DESIGN MUST DEMONSTRATE COMPLIANCE WITH EXTERNAL STABILITY REQUIREMENTS AS DISCUSSED ABOVE. THE WALL DESIGNER PROVIDES CERTIFICATION (BY SIGNING AND STAMPING BY PROFESSIONAL ENGINEER REGISTERED IN STATE OF TENNESSEE) OF THE WALLS, PLANS AND CALCULATIONS "FOR INTERNAL STABILITY ONLY"

LOAD COMBINATIONS STRENGTH I, EXTREME EVENT I, AND EXTREME EVENT II SHALL BE EVALUATED AS GIVEN IN AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 2017 AND INTERIMS.
FOR SOIL NAIL WALLS, LOAD COMBINATIONS STRENGTH I, EXTREME EVENT I, AND SERVICE I AS GIVEN IN TABLE 5.2 OF PUBLICATION FHWA-NHI-14-007/FHWA GEC 007 SOIL NAIL WALLS REFERENCE MANUAL, FEBRUARY 2015, SHALL BE EVALUATED.

NOTE REGARDING CONSTRUCTION SLOPES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE EXCAVATION IN ACCORDANCE WITH OSHA AND OTHER APPLICABLE STATE AND LOCAL REGULATIONS REGARDING CONSTRUCTION SLOPES AND TRENCHES. IN ADDITION TO FOLLOWING APPLICABLE REGULATORY REQUIREMENTS, AS A MINIMUM REQUIREMENT, ALL TEMPORARY CONSTRUCTION SLOPES SHALL BE PLACE AT A MAXIMUM OF A 1:1 SLOPE IN SOIL AND SHALL NOT BE LEFT OPEN WITHOUT SHORING FOR ANY LONGER THAN ABSOLUTELY NECESSARY. THE CONTRACTOR BUILDING THE WALL SHALL ENSURE THAT THESE TEMPORARY BACK SLOPES ARE NOT AND DO NOT BECOME UNSTABLE. IF SLOPE IS UNSTABLE, BECOMES UNSTABLE, IS CUT STEEPER THAN A 1:1 SLOPE OR IS UNACCEPTABLE FOR ANOTHER REASON, THE TEMPORARY SHORING SHALL BE USED. ANY UNUSUAL SOIL CONDITIONS OTHER THAN THOSE ASSUMED SHOULD BE REPORTED TO THE PROJECT ENGINEER.

TABLE 1- DESIGN REQUIREMENTS AND PARAMETERS

DESCRIPTION	SOIL NAIL WALLS		NOTE *
DESIGN LIFE	75 YEARS		
SEISMIC ACCELERATION COEFFICIENTS			
As	0.32		
S_{DS}	0.36		
S_{D1}	0.17		
RESISTANCE FACTORS			
BASAL HEAVE: PERMANENT WALL, SHORT TERM Φ_{BH}	0.65		
BASAL HEAVE: PERMANENT WALL, LONG TERM Φ_{BH}	0.50		
	STATIC	SEISMIC	
PULLOUT RESISTANCE Φ_{PO}	0.65	0.65	1
TENSILE RESISTANCE OF TENDON: GRADES 60/75 Φ_T	0.75	0.75	
TENSILE RESISTANCE OF TENDON: GRADES 95/150 Φ_T	0.65	0.65	
FLEXURE RESISTANCE FACING INITIAL AND FINAL	0.90	0.90	
PUNCHING SHEAR AT FACING INITIAL AND FINAL	0.90	0.90	
LATERAL SLIDING Φ_{LS}	1.00	0.90	
HEADED STUD IN TENSION: A307 STEEL BOLT	0.70	0.65	
HEADED STUD IN TENSION: A325 STEEL BOLT	0.80	0.75	
OVERALL STABILITY	0.65	0.90	

NOTES FOR TABLE 1

NO.	NOTE
1	APPLY TO PRESUMPTIVE ULTIMATE UNIT BOND STRESSES FOR PRELIMINARY DESIGN ONLY

TABLE 2- DESIGN PARAMETERS FOR SOIL NAIL WALL

LOAD PARAMETERS

STATION LIMITS	ELEVATION INTERVAL	MATERIAL	FRICTION ANGLE	COHESION	UNIT WEIGHT
St. 306+00 to St. 308+50	Top of Wall to 1017.5	FILL	28 DEGREES	25 PSF	115 PCF
St. 306+00 to St. 308+50	1017.5 to Base of Wall	FAT CLAY	28 DEGREES	40 PSF	118 PCF

RESISTANCE PARAMETERS

STATION LIMITS	ELEVATION INTERVAL	MATERIAL	NOMINAL SOIL/GROUT BOND STRENGTH	UNCONFINED COMPRESSIVE STRENGTH	UNIT WEIGHT
St. 306+00 to St. 308+50	Top of Wall to 1017.5,	FILL	1152 PSF	N/A	115 PCF
St. 306+00 to St. 308+50	1017.5 to Base of Wall	FAT CLAY	1152 PSF	1630 PSF	118 PCF

TO SATISFY GLOBAL STABILITY REQUIREMENTS, A MINIMUM NAIL LENGTH OF 17 FEET IS REQUIRED FROM ST. 306+00 TO 308+50. IN ADDITION, NAIL SPACING SHALL NOT EXCEED 4 FEET HORIZONTALLY AND 4 FEET VERTICALLY. THE NAILS ARE TO BE DESIGNED WITH MINIMUM BAR DIAMETER OF 0.75"

ADD ESTIMATED QUANTITIES

ESTIMATED QUANTITIES
.
RETAINING WALL 1,425 S.F.
1,425 S.F.

NOTE: THE RETAINING WALL PAY QUANTITY IS BASED ON THE SURFACE AREA BETWEEN THE TOP OF THE WALL AND 2'-0" BELOW GROUND LINE

OTHER DESIGN REQUIREMENTS

THE WALL SHALL HAVE A DRAINAGE GUTTER AT THE TOP DESIGNED TO CARRY SURFACE RUNOFF TO EITHER OR BOTH ENDS OF WALLS. DETAILS OF THIS DRAINAGE FEATURE SHALL BE PROVIDED IN WALL DESIGNER/CONTRACTOR'S WALL DESIGN PLANS AND COSTS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE WALL.

AN ASHLAR STONE FINISH IS TO BE USED ON ALL EXPOSED SURFACES OF THE RETAINING WALL. COST OF ASHLAR STONE FINISH TO BE INCLUDED IN THE UNIT PRICE BID FOR THE RETAINING WALL.

THE CONTRACTOR SHALL COORDINATE AND PERFORM ALL UTILITY RELOCATION SO THAT IT DOES NOT INTERFERE WITH THE RETAINING WALL INSTALLATION.

THE SOIL NAIL WALL SHALL HAVE A PERMANENT STRUCTURAL CONCRETE WALL FACING CAPABLE OF RESISTING ALL DESIGN LOADS EXERTED ON THE WALL COMPONENTS BY THE RETAINED MATERIAL.. THE MECHANISM CONNECTING THE SOIL NAILS TO THE STRUCTURAL CONCRETE FACING SHALL HAVE ADEQUATE CAPACITY TO TRANSMIT ALL LOADS FROM THE FACING. INCLUDING SELF WEIGHT, TO THE SOILS.

VERIFICATION TESTING SHALL BE PERFORMED ON A MINIMUM OF 1 "SACRIFICIAL" NAILS. IN ACCORDANCE WITH PUBLICATION FHWA-NHI-14-007/FHWA GEC 007 SOIL NAIL WALLS REFERENCE MANUAL FEBRUARY 2015. THE LOCATION OF THE VERIFICATION TESTS SHALL BE SHOWN ON THE CONTRACTOR'S WALL DESIGN SHOP DRAWING SUBMITTAL.

THE APPROVED DESIGN SHALL INCORPORATE THE DESIGN VALUES AND METHODOLOGY CONTAINED HEREIN. VERIFICATION TEST RESULTS HIGHER THAN THE VALUES PROVIDED SHALL NOT BE USED TO REVISE THE APPROVED WALL DESIGN. VERIFICATION TEST RESULTS THAT INDICATE A BOND STRENGTH LOWER THAN THE VALUES PROVIDED SHALL BE TAKEN INTO CONSIDERATION DURING CONSTRUCTION.

PROOF TESTING SHALL BE PERFORMED ON A MINIMUM OF 5 PERCENT OF THE TOTAL PRODUCTION NAILS INSTALLED. IN ACCORDANCE WITH PUBLICATION FHWA-NHI-14-007/FHWA GEC 007 SOIL NAIL WALLS REFERENCE MANUAL FEBRUARY 2015. PROOF TEST LOCATIONS SHALL BE CHOSEN AT THE DISCRETION OF THE ENGINEER.

PROOF TEST RESULTS THAT ARE LOWER THAN THE DESIGN VALUES SHALL RESULT IN A REVIEW OF THE CONTRACTOR'S INSTALLATION METHODS AND/OR SOIL CONDITIONS. THE ENGINEER MAY REQUIRE THE INSTALLATION AND TESTING OF ADDITIONAL PROOF TEST NAILS TO VERIFY THAT ADJACENT PREVIOUSLY INSTALLED PRODUCTION NAILS HAVE SUFFICIENT NOMINAL PULLOUT RESISTANCE. INSTALLATION AND TESTING OF ADDITIONAL PROOF TEST NAILS AS A RESULT OF PROOF TEST NAIL FAILURES (S) SHALL BE AT NO ADDITIONAL COST. THE TEMPORARY UNBONED TEST LENGTH IN PROOF TEST NAILS SHALL BE GROUTED IMMEDIATELY AFTER THE COMPLETION OF THE PROOF TEST.

THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ENSURING NO DAMAGE IS CAUSED TO THE NORTHERN BRIDGE ABUTMENT PILES DURING SOIL NAILING OPERATIONS.

ALLOWABLE DEFLECTION: MAXIMUM DEFLECTION SHALL BE LIMITED TO 1/8 IN PER FT ABOVE THE POINT OF FIXITY. POINT OF FIXITY SHOULD BE TAKEN AT GROUNDLINE UNLESS GEOTECHNICAL DATA INDICATES OTHERWISE. THE DEFLECTED ANGLE OF THE SYSTEM SHALL BE NO GREATED THAT 90 DEGREES. THE DESIGNER OF THE WALL SYSTEM IS ULTIMATELY RESPONSIBLE FOR LIMITING CONTRUCTABILITY CONCERNS ARISING FROM DEFLECTION. THE DESIGNER OF THE WALL SYSTEM SHALL SUBMIT DEFLECTION CALCULATIONS WITH THE WALL SUBMITTAL.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW THE PLANS, GEOTECHNICAL REPORT, AND BORING LOGS TO BECOME FAMILIAR WITH THE SUBSURFACE CONDITIONS PERTINENT TO THE ASSOCIATED WORK TO BE CONDUCTED BY THE CONTRACTOR. THE CONTRACTOR SHOULD ALSO CONSIDER THEIR EXPERIENCE IN THE PROJECTS GEOLOGIC AND SUBSURFACE SETTING ACROSS A PROJECT SITE TO BASE THEIR BID UPON AND DECISION REGARDING APPROPRIATE EQUIPMENT TO BE UTILIZED.

PAYMENT FOR ANY ITEMS REQUIRED FOR ACCESS TO AND CONSTRUCTION OF THE WALL(INCLUDING TEMPORARY SHORING, EXCAVATION, AND BACKFILLING) SHALL BE INCLUDED WITH THE SQUARE FOOT RETAINING WALL PAY QUANTITY.

ALL EXPOSED SURFACES OF THE RETAINING WALL SHALL BE FINISHED SO THAT THEY APPEAR UNIFORM IN COLOR. THE COLOR SHALL BE MOUNTAIN GRAY. (SAE AMS-STD-595 SPEC. 36440). COST TO BE INCLUDED IN THE UNIT BID PRICE FOR THE RETAINING WALL.

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

DRAFT

Designed:	TA
Drawn:	YS
Checked:	RTS
Approved:	*JHC/MFP*
P.E. No:	108098
GEI Project	2406000

GEI Consultants
GEI CONSULTANTS, INC.
520 WEST SUMMIT HILL DRIVE
SUITE 503
KNOXVILLE, TN 37902
(865)333-7141

HALLS GREENWAY CONNECTOR
PIN: 132052.00

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME: **SOIL NAIL WALL GEOTECHNICAL DESIGN NOTES & REQUIREMENTS**

SHEET NO.: **2**

10/24/2024 2:03:43 PM B:\Working\CANNON AND CANNON INC\2406000 Halls Greenway Connector\00_CAD\Design\Working\2406000 Halls Greenway Connector.dwg

RLA-17289 **R-25-6-901**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, urging the Tennessee General Assembly and Governor to enact legislation allowing eligible voters in utility districts to elect utility board members. **(WITHDRAW AT REQUEST OF SPONSOR)** *(previously Deferred from May to June at Request of Sponsor)*

(Commissioner Lee)

Attachments

No file(s) attached.

RLA-17425 **O-25-6-101**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 38, to add a new Article IX, entitled "Fluoride Prohibition." (Knox County Code, Chapter 38, Article IX, establishing Sec. 28-301) **(FIRST READING)**

(Commissioner Fox)

Attachments

Ordinance

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 38, TO ADD A NEW ARTICLE IX, ENTITLED "FLUORIDE PROHIBITION," (Knox County Code, Chapter 38, Article IX, establishing Sec. 38-301)

ORDINANCE: O-25-6-101

REQUESTED BY: COMMISSIONER FOX

PREPARED BY: COMMISSIONER FOX

APPROVED AS TO FORM AND NOT AS TO CONTENT:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Government has broad powers under the Knox County Charter, Sections 1.01, 1.02, 2.01, and elsewhere, to enact ordinances for the public welfare of Knox County citizens.

WHEREAS, in Cruzan by Cruzan v. Director, Missouri Dept. of Health, 497 U.S. 261, 269-270 (1990), the United States Supreme Court recognizes that common law precepts that guide the Supreme Court include the right of an adult of sound mind against imposition of medical treatment without informed consent, and the corollary right to refuse medical treatment.

WHEREAS, in Cruzan the United States Supreme Court also recognizes a 14th Amendment liberty interest of an adult of sound mind to refuse state action imposing medical treatment without the consent of an individual. 497 U.S. at 278.

WHEREAS, fluoride is currently being introduced into drinking water purportedly for the purpose of treating and controlling the disease of dental caries, without the express consent of Knox County citizens.

WHEREAS, fluoride added to drinking water is regulated by the Environmental Protection Agency as a toxic contaminant rather than by the United States Food and Drug Administration as a drug or health supplement (Environmental Protection Agency, National Primary Drinking Water Regulations, 40 CFR Part 141).

WHEREAS, a lawsuit was filed pursuant to the Toxic Substances Control Act, Food & Water Watch, Inc. et al. v. United States Environmental Protection Agency et al, Case No. 17-cv-02162 in the United States District Court, Northern District of California.

WHEREAS, in the final judgment of the case filed on September 24, 2024, the judge found that the Plaintiffs, Food & Water Watch, Inc. "established by a preponderance of the evidence that exposure to fluoride is associated with the adverse effect of reduced IQ in children, and particularly, young boys." Food & Water Watch, Inc. v. United States Env't Prot. Agency, No. 17-CV-02162-EMC, 2024 WL 4291497, at *36 (N.D. Cal. Sept. 24, 2024).

WHEREAS, the judge in Food & Water Watch, Inc., stated, "There is little dispute that there is a statistically significant association between IQ decrements in children and fluoride concentration levels at 4 mg/L. . . . [and] [t]he "optimal" water fluoridation level in the United States of 0.7 mg/L is nearly double that safe level of 0.4 mg/L for pregnant women and their offspring." Food & Water Watch, Inc., 17-cv-02162 at *3.

WHEREAS, the final judgment also stated, "[t]here is significant certainty in the data set regarding the association between fluoride and reduced IQ. Namely, there is a robust body of evidence finding a statistically significant adverse association between fluoride and IQ. A large majority of the 72 epidemiological studies assessed by the NTP Monograph observed this relationship including all but one of the 19 high-quality studies . . . And countervailing evidence, for various reasons described previously, are of little impact on this repeated, and consistently observed association between fluoride and reduced IQ." Food & Water Watch, Inc., 17-cv-02162 at *78.

WHEREAS, no Tennessee state law mandates fluoridation of drinking water, and numerous utility districts, including Lafayette, East Montgomery, Lebanon, Selmer, Tellico, Springhill, Hohenwald, Lawrenceburg, Columbia, Canton, Atwood, Camden, Oliver Springs, Soddy Daisy, Dekalb Utility District, Jonesboro, Bruceton, Sneedville, and Red Boiling Springs, do not add fluoride to their water supplies (Tennessee Department of Environment and Conservation, Water Supply Data, 2024).

WHEREAS, 98% of community water systems in Western Europe, including Austria, Belgium, Denmark, Finland, France, Germany, Iceland, Italy, Luxembourg, Netherlands,

Norway, Sweden, 97% of Switzerland, and 90% of the United Kingdom, do not fluoridate their water, reflecting a precautionary approach to public health (European Commission, Drinking Water Directive, 2020).

WHEREAS, the National Toxicology Program's 2024 monograph concluded that fluoride exposure at levels commonly found in fluoridated water (0.7 mg/L) is associated with adverse neurodevelopmental outcomes, reinforcing the need to reconsider fluoridation policies (National Toxicology Program, Monograph on Fluoride Exposure and Neurodevelopmental Outcomes, 2024).

WHEREAS, proponents of Utah's law banning fluoride additive to public water supplies, specifically House Bill 309 (2023), argued that removing fluoride from public water systems protects individual choice and mitigates potential health risks, citing studies linking fluoride to thyroid dysfunction and bone fractures (Utah House Bill 309, 2023; *Journal of Clinical Endocrinology & Metabolism*, 2015, 100(3):869-875).

WHEREAS, on MAY 7, 2025, Utah fully banned fluoride in drinking water with Gov. Spencer Cox signing House Bill 81 (2025).

WHEREAS, Florida's Senate Bill 700 (2025), signed into law by Governor Ron DeSantis, bans fluoride in public water systems, with proponents asserting that fluoride's neurotoxic effects, as evidenced by the Food & Water Watch, Inc. ruling, outweigh its purported dental benefits, and that alternative fluoride delivery methods (e.g., toothpaste) are sufficient (Florida Senate Bill 700, 2025; Food & Water Watch, Inc., 17-cv-02162 at *36).

WHEREAS, Utah's and Florida's newly enacted laws reflect a growing trend among states to prohibit fluoridation in public water systems, prioritizing public health and informed consent over mass medication.

WHEREAS, the addition of fluoride to drinking water constitutes mass medication without individual consent, raising ethical concerns about autonomy and the right to refuse medical treatment, as emphasized by proponents of fluoride bans in Utah and Florida (Utah House Bill 309, Legislative Testimony, 2023; Florida Senate Bill 700, Legislative Record, 2025).

WHEREAS, the Knox County Board of Commissioners specifically finds that whatever benefit may exist towards the prevention or controlling of the disease of dental caries by the application to the teeth of drinking water containing fluoride it is outweighed 1) by the unreasonable risk of neurotoxic harm to humans and other potential physical harms from eventual ingestion of the drinking water; and 2) by the imposition on the 14th Amendment liberty interests of persons and common-law right of persons to refuse medical treatment and only receive medical treatement upon informed consent.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The Code of Knox County, Tennessee, Chapter 38, is hereby amended by adding a new Article IX entitled "Fluoride Prohibition."

SECTION 2. The Code of Knox County, Tennessee is hereby amended by the addition of a new Section 38-301 under the aforementioned Chapter 38, Article IX, to read as follows:

Sec. 38-301 – Fluoride in Drinking Water

Upon adoption of this ordinance, Knox Chapman Utility District shall:

(a) Follow the procedure in TCA §68-221-708 (c) to permanently cease fluoridation of its water supply, and Knox Chapman Utility District shall permanently cease fluoridation of its water supply.

(b) Upon executing the directive by the Knox County Board of Commissioners to permanently cease fluoridation of its water supply, Knox Chapman Utility District shall not re-initiate fluoridation of its water supply.

SECTION 3. This Ordinance shall take effect as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

FISCAL NOTE

Ordinance O-25-6-101

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 38, TO ADD A NEW ARTICLE IX, ENTITLED "FLUORIDE PROHIBITION".

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this Ordinance.

Chris Caldwell, Chief Financial Officer

RLA-17414 **O-25-6-102**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 06/12/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of an Emergency Ordinance of the Commission of Knox County, Tennessee, to repeal Chapter 18, Article IV, Division 2 (Sections 18-141 through 18-143) of the Knox County Code relative to the Juvenile Detention Center and adopting new Sections 18-141 and 18-142 to place the operation and control of the Juvenile Detention Center under the Sheriff of Knox County and to create a Board of Directors. (Ord. No. O-91-8-107, adopted 8-29-91). **(EMERGENCY ORDINANCE)**

(County Mayor)

Attachments

Ordinance

Fiscal Note

ORDINANCE

AN EMERGENCY ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO REPEAL CHAPTER 18, ARTICLE IV, DIVISION 2 (SECTIONS 18-141 THROUGH 18-143) OF THE KNOX COUNTY CODE RELATIVE TO THE JUVENILE DETENTION CENTER AND ADOPTING NEW SECTIONS 18-141 AND 18-142 TO PLACE THE OPERATION AND CONTROL OF THE JUVENILE DETENTION CENTER UNDER THE SHERIFF OF KNOX COUNTY AND TO CREATE A BOARD OF DIRECTORS. (Ord. No. O-91-8-107, adopted 8-29-91).

ORDINANCE: **O-25-6-102**

REQUESTED BY: **COUNTY MAYOR**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Tennessee Legislature by Private Act 1977, Chapter 117, created a Board of Trustees to oversee the operation of the East Tennessee Regional Juvenile Service Center; and

WHEREAS, this private act was carried forward by Ordinance in 1990 when the Knox County Charter went into effect; and

WHEREAS, the Knox County Charter at Art. IX, § 9.12 and Art. X, §10.01 provides that all private acts applying to Knox County not adopted by Ordinance of the County Commission become null and void; and

WHEREAS, the Knox County Commission adopted said private act via Ordinance O-91-8-107 on August 29, 1991; and

WHEREAS, it is the finding of the Knox County Commission that it is no longer necessary or efficient for the Juvenile Service Center to be operated by a Board of Trustees; and

WHEREAS, the County Commission finds that the transition from control of the Juvenile Service Center from a Board of Trustees to the Knox County Sheriff's Office is in the best interests of the juveniles in the juvenile justice system; and

WHEREAS, the County Commission finds that it is in the best interests of the citizens of Knox County and the juveniles in the juvenile justice system, that the operation of the Juvenile Service Center be placed under the operation and control of the Knox County Sheriff.

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

SECTION 1. The Code of Knox County, Tennessee is hereby amended by repealing Chapter 18, Article IV, Division 2, Sections 18-141 through 18-143, relative to the operation of the East Tennessee Regional Juvenile Service Center.

SECTION 2. The Code of Knox County, Tennessee is hereby further amended by substituting therefore, the following language as Chapter 18, Article IV, Division 2:

DIVISION 2. EAST TENNESSEE REGIONAL JUVENILE SERVICE CENTER

Sec. 18-141. – East Tennessee Regional Juvenile Service Center.

The operation and control of the East Tennessee Regional Juvenile Service Center (a/k/a the Richard L. Bean Juvenile Service Center) is hereby placed under the control and operation of the Knox County Sheriff for a period of eighteen (18) months beginning January 1, 2026 and ending June 30, 2027, or such other date, thereafter, as may be determined by the Knox County Commission.

Sec. 18-142. – Board of Directors.

(a) ***Created*****. There is hereby created a Juvenile Service Center Board of Directors to appoint the administrator of the East Tennessee Regional Juvenile Service Center (a/k/a the Richard L. Bean Juvenile Service Center).**

(b) ***Composition.*** **The Juvenile Service Center Board of Directors shall be composed of four (4) County Commissioners appointed by resolution of the County Commission and one (1) member appointed by the Knox County Juvenile Court Judge and spread of record on the minutes of a County Commission meeting.**

(c) ***Terms.*** **The initial term of the five (5) members of the Juvenile Service Center Board of Directors shall begin on the date of the original appointment of the members and conclude on August 31, 2026. Thereafter, the terms of the members shall be for one (1) year beginning on September 1 of each year.**

SECTION 3. In the event this Emergency Ordinance receives a majority vote but fails to receive a 2/3 vote of the Commission, the vote shall be considered the first reading of an Ordinance subject to §2.09(b) of the Knox County Charter and will be considered for second reading at the next regularly scheduled meeting of the Commission.

SECTION 4. This Ordinance shall take effect upon passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

~~**Presiding Officer of the Commission Date**~~

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

FISCAL NOTE

Ordinance O-25-6-102

CAPTION:

AN EMERGENCY ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO REPEAL CHAPTER 18, ARTICLE IV, DIVISION 2 (SECTIONS 18-141 THROUGH 18-143) OF THE KNOX COUNTY CODE RELATIVE TO THE JUVENILE DETENTION CENTER AND ADOPTING NEW SECTIONS 18-141 AND 18-142 TO PLACE THE OPERATION AND CONTROL OF THE JUVENILE DETENTION CENTER UNDER THE SHERIFF OF KNOX COUNTY AND TO CREATE A BOARD OF DIRECTORS.

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

The cost, if any, is to be determined.

Chris Caldwell, Chief Financial Officer