

RESOLUTION NO. 184

RESOLUTION OF THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF MOUNT CARMEL,
TENNESSEE, APPROVING TRIP GRANT CONTRACT FOR
CHURCH HILL AND MOUNT CARMEL

WHEREAS, Mount Carmel Municipal Code Section 1-401 provides the Board of Mayor and Aldermen with the authority to enter into contracts; and

WHEREAS, Mount Carmel Municipal Code 1-402 allows the Mayor to negotiate agreements and present same to the Board of Mayor and Aldermen for approval; and

WHEREAS, The Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, believe it to be in the best interest of the citizens of Mount Carmel to enter into TRIP Grant Contract for Church Hill/Mount Carmel which provides for the creation of a full-time parks and recreation department; and

WHEREAS, The contract which is attached to this Resolution should be approved the public health and welfare requiring it; and

WHEREAS, The Board of Mayor and Aldermen pursuant to Mount Carmel Municipal Code 1-403 authorize and direct that the Mayor do all things necessary to validate and make said contract legally binding; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, as follows:

Section 1. The contract attached hereto between the Town of Mount Carmel, Tennessee, and the Tennessee Department of Environment and Conservation and the City of Church Hill, Tennessee is approved;

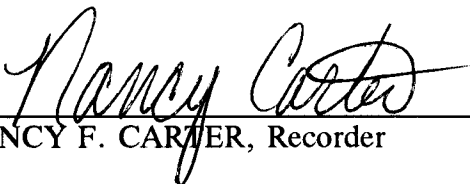
Section 2. The Mayor is directed and authorized to do all things necessary to validate and make the above-noted contract and agreement legally binding;

Section 3. This Resolution shall take effect upon its passage the public welfare requiring it.

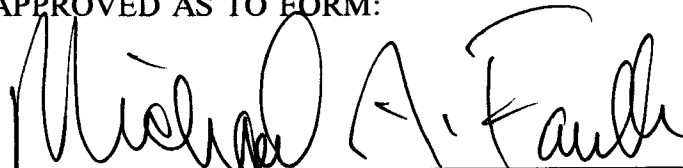
Duly passed and approved this 27 day of May, 1999.


JAMES L. DEAN, Mayor

ATTEST:


NANCY F. CARTER, Recorder

APPROVED AS TO FORM:


LAW OFFICE OF MICHAEL A. FAULK

FIRST READING	AYES	NAYS	OTHER
WAYNE ALLEY			
HENRY BAILEY	✓		
EUGENE CHRISTIAN	✓		
JAMES DEAN, MAYOR	✓		
GARY LAWSON			
THOMAS WHEELER	✓		
CARL WOLFE		✓	
TOTALS	4	1	

PASSED FIRST READING: 5-27-1999

IN WITNESS WHEREOF:

CITY OF CHURCH HILL:

[NAME AND TITLE]

DATE: _____

IN WITNESS WHEREOF:

TOWN OF MOUNT CARMEL:

[NAME AND TITLE]

DATE: _____

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

MILTON H. HAMILTON, JR., COMMISSIONER

DATE: _____

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION:

JOHN D. FERGUSON, COMMISSIONER

DATE: _____

COMPTROLLER OF THE TREASURY:

JOHN G. MORGAN, COMPTROLLER

DATE: _____

**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF CHURCH HILL/TOWN OF MOUNT CARMEL**

This Grant, by and between the State of Tennessee, Tennessee Department of Environment and Conservation, hereinafter referred to as the "State" and the City of Church Hill/Town of Mount Carmel, hereinafter referred to as the "Grantee," is for the provision of creating a full-time parks and recreation department, as further defined in the "SCOPE OF SERVICES."

The Grantee is A GOVERNMENTAL ENTITY.

The Grantee's address is:

City of Church Hill

300 East Main Street

P.O. Box 366

Church Hill, TN 37642-0366

The Grantee's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

1. Grantee agrees to hire a professional recreation and park director.
2. Grantee agrees to establish a recreation office.
3. Grantee agrees to hire two (2) part-time summer leaders to develop a recreation program.
4. Grantee agrees to fund 100% of the third year of the program.

B. GRANT TERM:

1. Grant Term. This Grant shall be effective for the period commencing on July 1, 1999 and ending on June 30, 2002. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

1. Maximum Liability. In no event shall the maximum liability of the State under this Grant exceed Fifty Thousand Dollars (\$50,000). This amount and the Grant Budget, attached and incorporated herein as a part of this Grant as Attachment A, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. As this Grant is a matching Grant, the compensation shall be for no more than fifty percent (50%) of the cost as shown in the attached budget and as limited by the total Grant award per TCA 11-9-202(d) which states that during the first and second years in the program the Grantee shall match up to twenty-five thousand dollars (\$25,000) from the State. During the third year of the program the Grantee is responsible for one hundred percent (100%) of the funding of the new program. If the grantee fails to fund the third year the dollar value of the total Grant received shall be owed to the State. 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.
2. Compensation Firm. The maximum liability of the State under this Grant is firm for the duration of the Grant and is not subject to escalation for any reason unless amended.
3. Payment Methodology. The Grantee shall be compensated 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 work, as described in Section A of this Grant, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than quarterly and indicate at a minimum the line item budget, the amount charged by line item for the period invoiced, the amount charged to date by line item, the total amount charged under this Grant for the period invoiced, and the total amount charged to date. In case of need sufficiently documented by the Grantee in writing, the Director of Recreation Resources may make a lump sum payment in advance. Said payment shall not exceed the maximum liability of this Grant.
4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
5. Expenditures and Accounting.
 - a. The grantee shall adhere to the line item amounts in the attached grant budget; however, the Grantee may off-set overruns in one line item with underruns in other line items, provided that such overruns do not exceed ten percent (10%) of the line item amount.

- b. Except as provided in paragraph C(5)(a), the expenditure of funds made available through this Grant shall adhere to the line item amounts in the attached 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 the 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 amendment.
 - c. The Grantee shall submit a final expenditure report within 45 days following the end of the grant period. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of claims that are submitted later than the 45 days required for the final expenditure report.
 - d. If total payments made by the State for the period of this grant exceed qualifying expenditures, the Grantee shall refund to the State the difference. The refund shall accompany the final expenditure report that is due 45 days after the end of the grant period.
 - e. The Grantee's accounting records must be closed out at the end of the Grant period in such a way that no reimbursable expenditures or revenue collections are carried forward.
5. Allocation of Indirect Costs. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed indirect cost as detailed in attached Grant Budget and as substantiated by the approved indirect cost rate. 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 grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State.
- If the indirect cost rate is provisional during the term of this agreement, 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.
6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
7. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.

8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
9. Automatic Deposits – Local Governments. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee, all payments to the Grantee, under this or any other Grant the Grantee has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

D. STANDARD TERMS AND CONDITIONS:

1. Required Approvals. The State is not bound by this Grant until it is approved by the appropriate State officials in accordance with applicable State laws and regulations.
2. Modification and Amendment. This Grant may be modified only by a written amendment executed by all parties hereto and approved by the appropriate State officials in accordance with applicable State laws and regulations.
3. Termination for Convenience. The State may terminate the Grant by giving the Grantee at least thirty (30) days written notice before the effective termination date. In that event, the Grantee shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.
4. Termination for Cause. If the Grantee fails to fulfill its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.

5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8, D.9, and D.10).
6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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.
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 Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal 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 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 sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
8. 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 or in the employment practices of the Grantee on the grounds of handicap and/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.

9. Public Accountability. If this Grant 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 agrees to display a sign at least twelve inches (12") high and eighteen inches (18") wide 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

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.

10. 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 TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION." Any such notices by the Grantee shall be approved by the State.
11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
12. Records. The Grantee shall maintain documentation for all charges against the State under this Grant. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives \$300,000 or more in aggregate federal and/or state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provision of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed form noted above. Copies of such audits shall be provided to the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
16. Procurement. If the other terms of this Grant allow reimbursement of the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements, and the determination of cost shall be governed by the cost principles set forth in Title 41 of the *Code of Federal Regulations*, Chapter 1, Part 31, Subpart 31.2 through Subpart 31.7, relative to public grants and property management.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant.
17. Strict Performance. Failure by any party to this Grant 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 shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

18. Independent Contractor. The parties hereto, in the performance of this Grant, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a local government entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly. However, as a condition of entering into this Grant with the State, the Grantee agrees to carry, and agrees to produce proof thereof, adequate professional malpractice liability insurance on the Grantee's professional employees who perform any professional services under this Grant.

19. State Liability. The State shall have no liability except as specifically provided in this Grant.
20. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant.
21. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee and the courts of the United States which are located within the State of Tennessee in actions that may arise under this Grant. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
22. Completeness. This Grant 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 supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
23. Severability. If any terms and conditions of this Grant 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 are declared severable.
24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.

E. SPECIAL TERMS AND CONDITIONS:

1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.
2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Ms. Joyce Hoyle, Director
Recreation Resources Division
Tennessee Department of Environment and Conservation
401 Church Street, L&C Tower, 10th Floor, Nashville, TN 37243
(615) 532-0748

The Grantee:

Paul T. Morrison, Mayor of Church Hill
300 East Main Street
P.O. Box 366
Church Hill, TN 37642-0366
Phone Number 423-357-6161
Fax Number: 423-357-8559

The Grantee:

James L. Dean, Mayor of Mount Carmel
100 East Main Street
P.O. Box 1421
Mt. Carmel, TN 37645-1421 Church Hill, TN 37642-0366
Phone Number 423-357-8559
Fax Number: 423-357-7710

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

3. Subject to Funds Availability. This Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant on or before the effective termination date specified. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date.
4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," 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 in which children are present. Violators of the prohibition may be subject to penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.
5. Assistance. The State shall assist the Grantee by providing written guidelines, forms, and technical assistance.
6. The Grantee is an equal opportunity agency and offers all persons the benefits of participating in each of its programs, and competing in all areas of employment regardless of race, color, religion, sex, national origin, age, or handicap. The TRIP recipients shall include information on Title VI and Americans with Disabilities Act requirements, complaint procedures, and the rights of beneficiaries in handbooks, manuals, pamphlets, and other materials which are ordinarily distributed to the public. Where a percentage of the population in excess of 10% (or 5,000) speaks a language other than English, the above described material should be prepared in the appropriate language.
7. Incorporation of Additional Documents. Included in this Grant by reference are the following documents:
 - a. The Grant document and its attachments,
 - b. Tennessee Code Annotated, Sections 11-9-201 et seq.
 - c. The Tennessee Recreation Initiative Grant Fund Manual,
 - d. The Grantee's proposal,
 - e. All State approved requests for grant budget revisions.

In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant, these documents shall govern in order of precedence detailed above.

CITY OF CHURCH HILL/TOWN OF MOUNT CARMEL

TRIP PROJECT COSTS

LINE ITEMS	YEARLY COSTS	X	# OF YEARS	= TOTAL COSTS
Salaries and Wages	\$45,900.00		2	\$91,800.00
General Expenses	\$4,100.00		2	\$8,200.00
			TOTAL	\$100,000.00
Local Share				\$ 50,000.00
TRIP Share				\$ 50,000.00