

**DEFINED SERVICES CONTRACT**  
**AMONG**  
**KNOX COUNTY, TENNESSEE,**  
**THE CITY OF KNOXVILLE, TENNESSEE,**  
**AND**  
**HELEN ROSS MCNABB CENTER, INC.**

The following Defined Services Contract is made and executed by and among **KNOX COUNTY, TENNESSEE**, hereinafter referred to as the "**COUNTY**", **THE CITY OF KNOXVILLE, TENNESSEE**, hereinafter referred to as the "**CITY**", and **HELEN ROSS MCNABB CENTER, INC.**, 201 West Springdale Avenue, Knoxville, Tennessee 37917, hereinafter referred to as the "**AGENCY**."

**WITNESSETH:**

**WHEREAS**, it is in the best interest of the County and the City for the Agency to develop and manage a Behavioral Health Urgent Care Center; and

**WHEREAS**, the Agency has the capability to perform the services required by the County and the City and agrees to provide said services.

**NOW, THEREFORE**, and in consideration of the premises and mutual promises and covenants stated herein, the parties agree as follows:

**ARTICLE I. SCOPE OF SERVICES.**

The Agency shall develop and manage a Behavioral Health Urgent Care Center to provide an alternative to jail for qualified low risk offenders who, in the opinion of the arresting officer or Judge, have exhibited signs of mental illness and/or substance abuse, and for whom treatment rather than incarceration will be beneficial. These services shall be provided at the facilities located at 3343 Dewine Road, Knoxville, Tennessee 37921.

**ARTICLE II. TERM.**

The term of this Defined Services Contract shall commence on **July 1, 2017** and shall terminate on **June 30, 2020**. Upon the mutual agreement of the Agency, the County, and the City, the Contract may be extended for five (5) additional three (3) year terms and a final term of two (2) years. This may result in a total of twenty (20) years. The renewal option is at the discretion of the County and the City. Should the County or the City desire not to renew, no reason needs to be given. At least ninety (90) days before the end of the then-current term, the parties shall give written notification to each other of their desire to renew or their desire not to renew this Contract. Should either of the governmental parties give notice of its desire not to renew the Contract, the remaining parties shall have the option of attempting to negotiate a new Defined Services Contract between themselves.

### **ARTICLE III. PAYMENT TERMS AND CONDITIONS.**

- (a) During the period of July 1, 2017 to June 30, 2018, the maximum amount the County will compensate the Agency is \$600,000.00. During the period of July 1, 2017 to June 30, 2018, the maximum amount the City will compensate the Agency is \$400,000.00. Payments made pursuant to this Defined Services Contract will not begin until the Agency starts operations pursuant to this Defined Services Contract.
- (b) For the remaining two (2) years of the term of this Defined Services Contract, the County will compensate the Agency \$600,000.00 per year, and the City will compensate the Agency \$400,000.00 per year, subject to any adjustments pursuant to the Consumer Price Index (CPI) for All Urban Consumers as set out in Article III(c) below.
- (c) Beginning with July 1, 2018 and on an annual basis thereafter, the payments made by the County and the City shall be adjusted to reflect any increase in the Consumer Price Index (CPI) for All Urban Consumers, using the most recent month in effect as of July 1 of the applicable year. The amount paid during the last two (2) years of the term of this Defined Services Contract shall not be less than \$600,000.00 per year from the County and \$400,000.00 per year from the City.
- (d) Payments by the County and the City to the Agency will be made by monthly reimbursements. Said monthly reimbursements will be due thirty (30) days after the Agency submits an invoice to the County and the City for payment. The Agency must be current on all reporting requirements in order to request payment.

### **ARTICLE IV. BOOKS AND RECORDS.**

The Agency shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and, pursuant to the requirements of and limitations within the provisions of Article XII of this Contract, make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this Contract for inspection by the County or the City, 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 Agency's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

### **ARTICLE V. TERMINATION.**

- (a) The County and/or the City may terminate this Defined Services Contract with or without cause by giving written notice of such termination a minimum of ninety (90) days before the termination date. Should either of the governmental parties give notice of termination, the remaining parties shall have the option of attempting to negotiate a new Defined Services Contract between themselves.
- (b) The Agency may terminate this Defined Services Contract with or without cause by giving written notice of such termination a minimum of ninety (90) days before the termination date.
- (c) In the event of termination by any party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

## **ARTICLE VI. INDEPENDENT CONTRACTOR.**

The Agency and its employees shall render all services as independent contractors and shall not be considered to be officers, agents or employees of the County or the City or entitled to any benefits, insurance, pension, workers' compensation, or any other benefit as that of an employee of the County or the City. The County and the City shall not be in any manner responsible for any payment, insurance, or incurred liability. However, the Agency acknowledges that as a non-profit entity obtaining public funds it is subject to the same public records disclosure requirements as are the County and the City.

## **ARTICLE VII. PROPRIETARY INFORMATION.**

The Agency shall not use or duplicate, in any way or by any means, any proprietary information, including trade secrets belonging to or supplied or otherwise made available except in the performance of work or the rendering of services for the County and/or the City or at the direction of the County or the City.

## **ARTICLE VIII. APPROPRIATIONS.**

- (a) In the event no funds are appropriated by the County or the City for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then this Defined Services 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 any party. Should either of the governmental parties desire to continue funding this Defined Services Contract, that party and the Agency shall have the option of attempting to negotiate a new Defined Services Contract between themselves.
- (b) In the event no funds are appropriated by the State of Tennessee for the goods or services to be provided pursuant to this Defined Services Contract, the parties to this Contract shall have the option of attempting to renegotiate the Contract among themselves to address the lack of funding from the State of Tennessee.
- (c) The provisions of this Article shall survive the termination of this Defined Services Contract.

## **ARTICLE IX. INDEMNIFICATION.**

The Agency shall indemnify, defend, save and hold harmless the County, the City, their 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 Defined Services Contract by the Agency, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of the Agency, its subcontractors, suppliers, agents, or employees. The Agency shall save, indemnify, and hold harmless the County, the City, their officers, agents and employees from the cost of defense of any claim, demand, suit, or cause of action made or brought against the County, the City, and/or their officers, agents and/or employees alleging liability as stated in this paragraph, including without limitation attorney fees, costs, and other expenses of every kind and description. The Agency shall assume and take over the defense of the County, the City, and their officers, agents and employees upon timely notice and demand by the County or the City.

## **ARTICLE X. INSURANCE.**

The Agency shall at its sole expense obtain and maintain in full force and effect for the duration of the Contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Contract. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

(1) **Commercial General and Umbrella Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a) Contain or be endorsed to contain a provision that includes the County, the City, their officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Agency including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
- (b) For any claims related to this project, the Agency's insurance coverage shall be primary insurance as respects the County, the City, their officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the County, the City, their officials, officers, employees, and volunteers shall be excess of the Agency's insurance and shall not contribute with it.
- (c) At the discretion of the County or the City, dedicated limits of liability for this specific project may be required.

(2) **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the County, the City, their officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Agency.

(3) **Workers' Compensation Insurance.** The Agency shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. The Agency shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by the Agency's workers' compensation insurance coverage.

(4) **Professional Liability (including Errors & Omissions).** The Agency shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this Contract with limits of \$2,000,000. If the coverage is written on a claims-made form:

- (a) The "Retro Date" must be shown and must be before the date of the Contract or the beginning of contract work.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the County and the City.
- (c) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the Contract effective date, the Agency must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

- (d) A copy of the claims reporting requirements must be submitted to the County and the City for review.

(5) ***Other Insurance Requirements.*** The Agency shall:

- (a) Prior to commencement of services, furnish the County and the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the Knox County Law Director, Suite 612, City-County Building, 400 Main Street, Knoxville, Tennessee 37902 and to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- (b) Upon the County's or the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the County or the City or a County or City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the County's Director of Human Resources/Risk Management and/or the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
- (c) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- (d) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the County or the City as a material breach of contract.
- (e) If the Agency cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, the Agency may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the County Law Director and the City Law Director.
- (f) Require all subcontractors to maintain during the term of the Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by the Agency's insurance) in the same manner as specified for the Agency. The Agency shall furnish subcontractors' certificates of insurance to the County and the City without expense immediately upon request.

Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County and the City prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County and the City.

Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the County, the City, their officers, officials, and employees for losses arising from work

performed by the Agency for the County and/or the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the County and the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

#### **ARTICLE XI. POLITICAL ACTIVITY.**

Neither the Agency'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 or taking any political position on behalf of the Agency or its partners or affiliates. This 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.

#### **ARTICLE XII. FEDERAL, STATE AND COUNTY REQUIREMENTS.**

The Agency shall comply with all local, state and federal requirements including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) necessary to the execution of the Agency performance under this Contract. Neither the County, the City, nor the Agency shall assign, sublet, or transfer its interest in this Contract to any other party without the prior written approval of the other parties. The Agency shall not issue a subcontract for the duties or services set forth above without prior approval of the County and the City. Furthermore, the Agency warrants to the County and the City that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of their Contract. The Agency warrants that it will cooperate with the County and the City in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with County and City privacy officials and other compliance officers required by HIPAA and its regulations. The Agency will sign any documents that are reasonably necessary to keep the County, the City, and the Agency in compliance with HIPAA, including but not limited to business associate agreements.

The Agency agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, 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 the Agency. The Agency 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. The Agency 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. The Agency covenants that it does not engage in any illegal employment practices.

The Agency 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. The Agency warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County or the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Agency in connection with any goods provided or work contemplated or performed relative to the Contract.

**ARTICLE XIII. ETHICAL STANDARDS.**

**(1) City of Knoxville.**

The Agency hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

(A) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefor, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(B) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

(C) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

*Gratuities.* It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

*Kickbacks.* It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(D) Sec. 2-1051. Covenant Relating to Contingent Fees.

- (a) *Representation of Contractor.* Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.
- (b) *Intentional violation unlawful.* The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(E) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

*Contemporaneous employment prohibited.* It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

**(2) Knox County**

(A) Charter Sec. 9.08. Conflict of interest.

- (a) It shall be unlawful for any member of the Commission, the Mayor, other elected officeholder, or any administrative assistant, executive assistant, head of any division or department of County Government, or any other person employed by the County to vote for, let out, overlook, or in any manner to superintend any work or contract with the County for the sale of any land, materials, supplies, or services to, or by, the County, or to a contractor supplying the County, where such person has a substantial financial interest, direct or indirect, as defined by T.C.A. § 12-4-101, and any subsequent amendment thereto.
- (b) Any person who willfully conceals such a substantial financial interest or willfully violates the requirements of this Section shall be guilty of malfeasance in office or position and shall be subject to ouster from office or termination of employment. Violation of this Section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the County shall render the contract voidable by the Mayor or the Commission.



(B) Code Sec. 2-746. General standards of conduct.

- (a) *General standards of conduct for employees.* Any effort to realize personal gain through public employment, inconsistent with the responsible discharge of that public employment, is a violation of a public trust, as is any conduct which would create a justifiable impression in the public that such trust is being violated. In order to fulfill the ethical standards prescribed by this article, employees must meet the standards of conduct set forth in this article and applicable provisions of the County Charter, other ordinances, and general law.
- (b) *General standards of conduct for nonemployees.* Any effort by any person to influence any public employee to violate the standards of ethical conduct set forth in this code, or to engage in any conduct which would create a justifiable impression in the public that such trust is being violated is also a violation of the ethical standards prescribed in this section.

(C) Code Sec. 2-747. Use of confidential information.

It shall be unlawful for any employee, or former employee, of the county to use confidential information for actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

(D) Code Sec. 2-748. Remedies for violations.

Employees who violate the ethical considerations of this article shall be subject to appropriate personnel action, including termination and nonemployees shall be subject to appropriate sanctions as determined by the procurement director. These remedies are in addition to all applicable civil and criminal remedies.

**ARTICLE XIV. GOVERNING LAW AND VENUE.**

The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, 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.

**ARTICLE XV. TERMINATION OF DEFINED SERVICES CONTRACT UPON TERMINATION OF LEASE AGREEMENT.**

If at any time the Lease Agreement between the County and the Agency (Contract No. 17-126) shall be terminated, this Defined Services Contract shall terminate as of the same date as the termination of the Lease Agreement. In the event of termination, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

**ARTICLE XVI. PROHIBITION AGAINST ASSIGNMENT.**

Agency shall not assign or subcontract this Contract, its obligations or rights hereunder to any party, company, partnership, corporation, or person without the prior specific written consent of the County and the City.

**ARTICLE XVII. 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.

**ARTICLE XVIII. RIGHT TO INSPECT.**

The County and the City reserve the right to make periodic inspections of the manner and means by which the services are performed and the goods are supplied.

**ARTICLE XIX. ARTICLE CAPTIONS.**

The captions appearing with the article number designations of this Defined Services Contract are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract.

**ARTICLE XX. CONTRACT DOCUMENTS.**

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

- (a) Request for Proposal No. 2404 and Addendum I thereto;
- (b) Agency's revised and finalized documentation regarding the services to be provided by it and the cost of those services; and
- (c) Agency's Proposal for RFP 2404 to Develop and Manage a Behavioral Health Urgent Care Center.

In the event of inconsistent or conflicting provisions among this Contract and the above-referenced documents, the following descending order of precedence shall prevail:

- (1) This Contract;
- (2) Request for Proposal No. 2404 and Addendum I thereto;
- (3) Agency's revised and finalized documentation regarding the services to be provided by it and the cost of those services; and
- (4) Agency's Proposal for RFP 2404 to Develop and Manage a Behavioral Health Urgent Care Center.

**ARTICLE XXI. ENTIRE AGREEMENT IN DOCUMENT.**

This instrument embodies the entire Defined Services Contract among the parties and no other representations, terms, conditions, promises, agreements, oral or otherwise, among the parties other than contained herein shall have any force or effect. This Contract may be modified only by written amendment executed by all of the parties hereto.

**ARTICLE XXII. CAPITAL CONTRIBUTION BY THE CITY.**

In addition to the payments from the City referred to at Article III above, the City will pay to the Agency the amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00), which money shall be used by the Agency for the renovation of the building located at 3343 Dewine Road, Knoxville, Tennessee 37921 and for no other purpose. Said amount of money shall be paid by the City to the Agency no later than June 30, 2017. In the event of the non-renewal or termination of this Defined Services Contract before June 30, 2037, the Agency shall pay to the City the discounted present value of the depreciated value of improvements to the building. Said depreciation shall be calculated in accordance with generally accepted accounting principles.

**IN WITNESS WHEREOF**, the parties have executed their Defined Services Contract as of the date last written below.

**KNOX COUNTY, TENNESSEE**

BY: \_\_\_\_\_  
TIM BURCHETT, KNOX COUNTY MAYOR

DATE: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

BY: \_\_\_\_\_  
KNOX COUNTY LAW DIRECTOR  
Contract # 17-127

DATE: \_\_\_\_\_

**CITY OF KNOXVILLE, TENNESSEE**

BY: \_\_\_\_\_  
MADELINE ROGERO, CITY OF KNOXVILLE  
MAYOR

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
CHARLES W. SWANSON  
CITY LAW DIRECTOR

DATE: \_\_\_\_\_

**HELEN ROSS MCNABB CENTER, INC.**

BY: \_\_\_\_\_  
JERRY VAGNIER  
PRESIDENT / CEO

DATE: \_\_\_\_\_