

RONALD E. MILLS
Deputy Law Director
City of Knoxville

Document No. C-25-0156

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF KNOXVILLE**, a municipal corporation organized and existing under the laws of the State of Tennessee (“**CITY**”) and **THE UNIVERSITY OF TENNESSEE**, 1534 White Avenue, Knoxville, Tennessee, 37996-1529 (“**CONTRACTOR**”).

WHEREAS, the City of Knoxville, through its Office of Community Safety and Empowerment, desires to enter into an Agreement with the University of Tennessee, Social Work Office of Research and Public Service (“**SWORPS**”) to evaluate the implementation of place-based strategies (“**Project TLC**”), its impact on violent crime in identified areas, and levels of community trust and perceptions of safety in identified areas; and

WHEREAS, the Contractor has the necessary expertise, training and capabilities to provide such professional services.

NOW, THEREFORE, the City and the Contractor, for the mutual considerations stated herein, agree as follows:

ARTICLE 1. BASIC AGREEMENTS

- 1.1 *SCOPE OF SERVICES.* The Contractor will provide, in a satisfactory manner, all labor, supervision and personnel in conducting an evaluation of the implementation of place-based based strategies (“**Project TLC**”), its impact on violent crime in identified areas. Under the leadership of Principal Investigator Jeff Vomund, SWORPS will evaluate the City’s place-based anti-gun violence initiatives in East Knoxville, Montgomery Village, and Western Heights using a difference-in-differences research design. The work will include establishing a community advisory board, conducting

crime data analysis, deploying neighborhood safety and trust surveys, and hosting stakeholder focus groups. Findings will be used to inform strategy adjustments and will be shared publicly through a Community Dashboard to promote transparency and sustained community engagement, as more specifically described in the attached Exhibit A, which is made a part hereof by reference.

- 1.2 CONTRACT DOCUMENTS. The executed Contract Documents will consist of the following:
 - (A) This Agreement;
 - (B) Knoxville Anti-Gun Violence Place-based Initiative, Quote No. Q-PE012425, dated May 2, 2025, attached as Exhibit A.
- 1.3 TERM. This term of this Agreement shall commence on July 1, 2025 and shall expire on June 30, 2026, unless it is earlier terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two additional one-year periods upon written agreement by the parties.
- 1.4 CONTRACT PRICE. For the satisfactory performance of the services ordered and rendered under this Agreement, the City will pay the Contractor an amount not to exceed \$100,000.00.
- 1.5 INVOICES AND PAYMENT SCHEDULE. The Contractor will provide the City with itemized invoice statements that reflect the costs incurred as services are completed pursuant to this Agreement. Payments for services rendered will be made upon receipt and approval of the Contractor's invoice(s). Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement. Payments will not be unreasonably withheld.

ARTICLE 2. TERMINATION

Either party may terminate this Agreement by giving written notice to the non-terminating party at least thirty (30) days before the effective termination date. In the event that the Contractor terminates this Agreement, the Contractor must complete all work in progress prior to the effective termination date. The Contractor will be entitled to receive just compensation for all satisfactory, authorized services completed prior to the effective termination date.

The City reserves the right to suspend or terminate this Agreement immediately and withhold payments in excess of just compensation for completed services if the Contractor (i) fails to properly perform its obligations under this Agreement, or (ii) violates any provision of

this Agreement. Furthermore, the City may declare the Contractor ineligible for any further participation in City contracts. In the event that the City has probable cause to believe that the Contractor is in non-compliance with any provision of this Agreement, the City may withhold payment until the City finds the Contractor to be in compliance, or until the Contractor is otherwise adjudicated to be in compliance.

ARTICLE 3. HOLD HARMLESS AND INDEMNIFICATION

Any liability of the Contractor to City and third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, TENN. CODE ANN. § 9-8-101 *et seq.*, § 9-8-201 *et seq.*, § 9-8-301 *et seq.*, and § 9-8-401 *et seq.*

ARTICLE 4. INSURANCE

The Contractor is self-insured under the Tennessee Claims Commission Act, TENN. CODE ANN. § 9-8-301 *et seq.*, which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.

ARTICLE 5. NON-DISCRIMINATION

A. The Contractor:

- (1) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;
- (2) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability;
- (3) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and
- (4) will include these provisions in every subcontract or sublease let by or for him.

B. 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 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

ARTICLE 6. ETHICAL STANDARDS

The Contractor hereby takes notice of and warrants 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 the 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.

(F) Remedies for Violations. 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 contractor under a city contract.

ARTICLE 7. ADA COMPLIANCE

The Contractor will comply with any and all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* (“ADA”), including, but not limited to, the removal of all structural barriers, the accessibility of programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. The Contractor agrees that the City will not be responsible for any costs or expenses related to compliance with the ADA. The Contractor agrees that any liability of the Contractor to City for any and all claims, demands, suits or causes of action which arise out of this Agreement or the use of the property, or an act or an act of omission by the Contractor, its employees, agents or representatives that violates or claims to violate the ADA shall be governed by the Tennessee Claims Commission Act, TENN. CODE ANN. § 9-8-101 *et seq.*, § 9-8-201 *et seq.*, § 9-8-301 *et seq.*, and § 9-8-401 *et seq.*

ARTICLE 8. NOTICES

Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of Knoxville:
Penny Owens
Purchasing Agent
City of Knoxville
P. O. Box 1631
Knoxville, TN 37901
865-215-2070
powens@knoxvilletn.gov

Contractor:
Jeff Vomund, Director
UT College of Social Work
Division of Applied Research and
Evaluation
600 Henley Street, Suite 224
Knoxville, TN 37996
jvomund@utk.edu

and to:

Starlandria Starks, Coordinator
Partnerships & Programs
Office of Community Safety & Empowerment
P.O. Box 1631
Knoxville, TN 37901-1631
865.215.4426
sstarks@knoxvilletn.gov

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

ARTICLE 9. ACCOUNTING SYSTEM AND REPORTING

Contractor shall establish and maintain fiscal control of an accounting system to meet the following criteria:

- a. Records should provide information needed to adequately identify the receipt and the expenditure of funds pursuant to this Agreement.
- b. Entries in accounting records should refer to documentation that supports the entry.
- c. Records should provide accurate and current financial reporting information.
- d. A fund accounting system should be implemented to track expenses in accordance with generally accepted accounting principles for non-profit organizations.
- e. Records should be integrated with an adequate system of internal controls to safeguard the funds and assets provided by this Agreement.
- f. Support documents shall be maintained in such a manner as to be easily accessible to a representative of the City or of the Office of Justice Programs.
- g. Contractor shall keep and maintain time sheets that accurately reflect the amount of hours specifically expended on this program and identified by activity.

ARTICLE 10.
PROPRIETARY INFORMATION

Contractor 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 City or at the direction of the City.

ARTICLE 11.
CONFIDENTIAL INFORMATION

Contractor shall maintain strict confidentiality of all information received or generated pursuant to this Agreement in accordance with state and federal law and ethical standards. All material and information, regardless of form, medium or method of communication, provided to the Contractor or acquired by the Contractor pursuant to this Agreement shall be regarded as confidential information in accordance with the provisions of state and federal law and ethical standards, and shall not be disclosed, and all necessary steps shall be taken by Contractor to safeguard the confidentiality of such material or information in conformance with state and federal law and ethical standards. It is expressly understood and agreed that the obligations set forth in this Article shall survive the termination of this Agreement.

ARTICLE 12.
DATA AND COPYRIGHT

All data prepared or originated by Contractor in the performance of the work or rendering of services to the City pursuant to this Agreement shall become and remain the exclusive property of the City and the City shall own all copyrights for such data and have the unlimited right to use, reproduce, disclose and publish such data in any manner whatever without giving rise to any claim on the part of Contractor for additional compensation.

ARTICLE 13.
MISCELLANEOUS PROVISIONS

- 13.1 INDEPENDENT CONTRACTOR. The Contractor will render all services as an independent contractor; it will not be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.
- 13.2 ASSIGNMENT. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

- 13.3 SUBCONTRACTS TO THE AGREEMENT. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 13.4 WRITTEN AMENDMENTS. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.
- 13.5 REQUIRED APPROVALS. Neither the Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
- 13.6 ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.
- 13.7 SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 13.8 FEDERAL, STATE AND LOCAL REQUIREMENTS. The Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.
- 13.9 GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee.
- 13.10 ENTIRE AGREEMENT. This Agreement forms the entire Agreement between the City and the Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the below-written date.

APPROVED AS TO FORM:

CITY OF KNOXVILLE

CHARLES W. SWANSON
LAW DIRECTOR

BY: _____
INDYA KINCANNON
MAYOR

DATE: _____

FUNDS CERTIFIED:

THE UNIVERSITY OF
TENNESSEE

BOYCE H. EVANS
FINANCE DIRECTOR

BY: _____

TITLE: _____

Documents to be Attached:

UT Quote #Q-PE12425, Exhibit A

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EXHIBIT A

Social Work Office of Research & Public Service

University of Tennessee Conference Center
600 Henley Street, Suite 224
Knoxville, TN 37996

QUOTE

Quote#: Q-PE012425

Date: 05/02/2025

Sponsor Name: City of Knoxville

Project Title: Knoxville Anti-Gun Violence Place-based Initiative

Proposed Term: 7/1/2025-6/30/2026

Sponsor Contact Name & Title: Starlandria Starks, Partnerships & Programs Coordinator, Office of Community Safety & Empowerment

Sponsor Contract Email: ssmarks@knoxvilletn.gov

Principal Investigator Name and Title: Jeff Vomund, Director, Division of Applied Research and Evaluation

<u>Description of Proposed Work</u>	<u>Estimated Cost</u>	<u>\$100,000</u>
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PREPARATORY PHASE		
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July – September 2025: <u>Submit Research Plan to UTK IRB.</u> All surveys, focus group and interview protocols, marketing documents, and incentives submitted to UTK IRB for approval.		
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Research Design: Difference in Differences. To show the impact of Knoxville's place-based anti-gun violence initiative, SWORPS would submit a difference-in-differences research design in which findings from communities which have participated in the initiative (East Knox, Montgomery Village, and Western Heights) would be compared with findings from similar communities in Knoxville which have not participated in this initiative (e.g., Lonsdale). This research design can typically be scored as a 3 on the Maryland Strength of Methods Scale.

October 2025: residents, law	<u>Develop TLC Community Advisory Board (TLC CAB).</u> Community	
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enforcement officers, and stakeholders gathered from the areas impacted by Knoxville's place-based strategy for reducing gun violence. Members of the CAB will meet monthly with SWORPS facilitating to develop, guide, and review evaluation efforts, as well as support distribution and awareness strategies. **The following strategies would be undertaken in collaboration with the TLC CAB as well as key personnel designated by the City of Knoxville.**

October 2025:	<u>Part-time Community Research Consultant hired.</u> A member of the local community is hired by UTK to support community outreach efforts. We expect this person to work on average, about 20 hours each week on the project.	
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PROCESS/IMPLEMENTATION EVALUATION

November 2025 – January 2026: SWORPS staff would prepare focus group and interview protocols to review the implementation of Knoxville's Anti-Gun Violence Place-based Initiative. Semi-structured interviews and a document analysis would be conducted to determine implementation plan. Up to **5 interviews** and **2 focus groups** would be assembled to assess implementation fidelity and make recommendations for future initiatives.

SAFETY EVALUATION: Crime Statistics

October 2025 – February 2026: Gun violence statistical analysis. SWORPS staff to **analyze monthly gun-violence data** (homicide, non-fatal shootings, etc.) for areas participating in the place-based anti-gun violence initiative as well as up to 3 similar neighborhoods not participating in the initiative. Gun-violence data would be analyzed from 2021 through the present.

SAFETY EVALUATION: Community Perceptions

November 2025: Prepare and Launch Safety Survey for East Knox. **Web-based survey** would ask

residents of East Knox to reflect on their perceptions of safety in their community *since* TLC has been implemented. We anticipate using the City's or other appropriate databases to send pre-notification letters. Potential items may include the following:

- i. "Knoxville began its Project TLC in East Knox in XXXX, 2023. Please tell us how your sense of safety in East Knox has changed since that time."
- ii. "Since TLC began in XXXX, 2023, when I am in East Knox, I feel: Much less safe; Somewhat less safe, About the same, Somewhat safer, Much safer..."
- iii. Survey would also include open-ended questions. For example: "What has occurred in your community over the past year that makes you feel this way?" and "What additional resources or actions in your community would lead you to have a greater sense of safety?"

January – February 2026: Convene focus group in East Knox. This event would invite community

residents and stakeholders to address perceptions of safety in East Knox as well as perceptions of the place-based, anti-gun violence initiative.

January – February 2026: Prepare and Launch Safety Survey for neighborhood(s) similar to East

Knox. This **web-based survey** would ask residents of appropriate neighborhood(s) who have not participated in the anti-gun violence initiative to reflect on their perceptions of safety during the same timeframe as the East Knox survey.

March - April 2026: Analyze responses and submit report to the City. Included in report would be a preliminary Community Dashboard which would support dissemination of findings and community engagement.

April 2026: Prepare and Launch Safety Survey for Montgomery Village and Western Heights. **Web-based survey** would assess community perceptions of safety at this stage of the anti-gun violence initiative in these communities. Similar to previous surveys, we would use appropriate databases to send out pre-notification letters. This survey would be similar to the 7-question survey residents responded to at the community kick-off.

May 2026: Convene focus groups in Montgomery Village and Western Heights. These **two focus groups** would invite community residents and stakeholders to address perceptions of safety in their communities as well as perceptions of the placed based, anti-gun violence initiative.

May 2026: Prepare and Launch Safety Survey for neighborhood(s) similar to Montgomery Village and Western Heights. **Web-based survey** would ask residents of appropriate neighborhood(s) who have not participated in the anti-gun violence initiative to reflect on their perceptions of safety during the same timeframe as the East Knox survey.

TRUST EVALUATION

January – February 2026: Develop and Conduct Trust Focus Groups. Recruit participants and conduct **four focus groups** from residents and stakeholders in Knoxville communities most affected by gun violence. Focus group protocols to be developed in consultation with the Mayor's Office the TLC CAB, and a review of the applicable literature.

January – February 2026: Prepare and Launch Trust Survey in Communities Most Impacted by Gun Violence. This **web-based survey** would assess perceptions of trust in local government. Similar to previous surveys, we would use appropriate databases to send out pre-notification letters. This survey would be disaggregated by neighborhood so differences in trust could be assessed based on participation in the anti-gun violence initiative.

March – April 2026: Analyze all responses and submit report to the City. Results would be presented to key city personnel and community stakeholders for feedback.

OVERALL FINDINGS

May – June 2026: Feedback from key stakeholders to be reviewed and implemented across findings from **Process, Safety, and Trust Evaluations**. A final, overall report would be submitted to the City for approval. Community dashboards would be readied for public release.

Notes:

- This quote is being provided for informational purposes only, is not binding in any way, and is subject to change.
- Expires within 30 days from the date of this Quote
- Nothing becomes binding until the official award contract is signed by both parties