

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 12/16/25

Resolution



Ordinance

Contact/Prepared By: M. Park

Date Prepared: _____

Title (Caption): 2026 Violent Crime Intervention Fund (VCIF) Zip Codes Grant 26-28Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____Proposing Department: Police Requested By: PoliceAffected Department(s): ALL Affected Council District(s): ALL**Legislative Category (check one):**

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ \$ 15,119,155.00**Match:** \$ \$ 0.00
Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources

 Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund
 Other: _____
Approved by OMB: Aaron PrattApproved by Finance/Accounts: EFApproved by Div Grants Coordination: Juanita Paulsen

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant Name: 2026 Violent Crime Intervention Fund (VCIF) Zip Codes 26-28

Department: POLICE DEPARTMENT

Grantor: Tennessee Office of Criminal Justice Programs

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$15,119,155.00

Cash Match Amount \$0.00

Department Contact: Capt. Kelly Cantrell
880-2850

Status: CONTINUATION

Program Description:

The Violent Crime Intervention Fund Hot Spot Grant provides grant funds for local law enforcement agencies to implement evidence-based programs, technology, and strategies that will reduce violent crime in the following zip codes: 37207, 37208, 37013, 37211, 37217, 37209, 37115, 37210, 37203, 37206, 37076, 37214 and 37218. The funding from this grant will be utilized for purchasing equipment, supplies and training for personnel to address and reduce violent crimes in these areas.

Plan for continuation of services upon grant expiration:

N/A

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>			
Department		Dept. No.		Contact		Phone		Fax	
POLICE DEPARTMENT		031		Capt. Kelly Cantrell		880-2850			
Grant Name:		2026 Violent Crime Intervention Fund (VCIF) Zip Codes 26-28							
Grantor:		Tennessee Office olf Criminal Justice Programs				Other:			
Grant Period From:		07/01/25		(applications only) Anticipated Application Date:					
Grant Period To:		06/30/28		(applications only) Application Deadline:					
Funding Type:		STATE		Multi-Department Grant <input type="checkbox"/>		If yes, list below.			
Pass-Thru:				Outside Consultant Project: <input type="checkbox"/>					
Award Type:		COMPETITIVE		Total Award:		\$15,119,155.00			
Status:		CONTINUATION		Metro Cash Match:		\$0.00			
Metro Category:		Est. Prior.		Metro In-Kind Match:		\$0.00			
CFDA #		N/A		Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>			
The Violent Crime Intervention Fund Hot Spot Grant provides provides grant funds for local law enforcement agencies to implement evidence-based programs, technology, and strategies that will reduce violent crime in the following zip codes: 37207, 37208, 37013, 37211, 37217, 37209, 37115, 37210, 37203, 37206, 37076, 37214 and 37218. The funding from this grant will be utilized for purchasing equipment, supplies and training for personnel to address and reduce violent crimes in these areas.									
Plan for continuation of service after expiration of grant/Budgetary Impact:									
N/A									
How is Match Determined?									
Fixed Amount of \$				or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:									
Program costs will be absorbed into the MNPDP operating budget									
For this Metro FY, how much of the required local Metro cash match:									
Is already in department budget?				Fund		Business Unit			
Is not budgeted?				Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)									
Other:									
Number of FTEs the grant will fund:		1.00		Actual number of positions added:		0.00			
Departmental Indirect Cost Rate		45.90%		Indirect Cost of Grant to Metro:		\$6,939,692.00			
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$0.00		in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)									
Draw down allowable? <input checked="" type="checkbox"/>									
Metro or Community-based Partners:									

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26	\$5,039,718.00						\$5,039,718.00	\$2,313,230.50	\$0.00
Yr 2	FY27	\$5,039,718.00						\$5,039,718.00	\$2,313,230.50	\$0.00
Yr 3	FY28	\$5,039,719.00						\$5,039,719.00	\$2,313,231.00	\$0.00
Yr 4	FY__									
Yr 5	FY__									
Total		\$15,119,155.00	\$0.00	\$0.00	\$0.00		\$0.00	\$15,119,155.00	\$6,939,692.00	\$0.00
	Date Awarded:			11/14/25	Tot. Awarded:	\$15,119,155.00	Contract#:	N/A		
	(or) Date Denied:				Reason:					
	(or) Date Withdrawn:				Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

JP

RESOLUTION NO. RS2025-____

A resolution accepting a Violent Crime Intervention Fund (VCIF) grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to provide funding to eligible local law enforcement agencies to develop and implement proven public safety strategies to combat violent crime and to develop, construct, or rehabilitate infrastructure.

WHEREAS, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, has awarded a grant in an amount not to exceed \$15,119,155 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to provide funding to eligible local law enforcement agencies to develop and implement proven public safety strategies to combat violent crime and to develop, construct, or rehabilitate infrastructure; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Violent Crime Intervention Fund (VCIF) grant by and between the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, in an amount not to exceed \$15,119,155 to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to provide funding to eligible local law enforcement agencies to develop and implement proven public safety strategies to combat violent crime and to develop, construct, or rehabilitate infrastructure is hereby approved and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Police Department, based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Courtney Mohan
Assistant Metropolitan Attorney

Member(s) of Council

MEMORANDUM

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: November 13, 2025

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed **contract under a DGA** for processing and entering into Edison.

Grant Award Type: VCIF Zip Code

DGA #:87097 - VCIF(END-6/30/2030)

Authorized Agency: Metropolitan Government of Nashville and Davidson County

Edison ID#:

County Location: 19000

Category #: VCIF Law Enforcement - 92101504

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This Grant includes indirect costs: ☐ Yes ☒ No

This is a VOCA grant that contains a Match Waiver:

☐ Yes ☒ No

For questions or assistance regarding this contract, please contact Katelyn Cotriss at katelyn.cotriss@tn.gov

STATE AGENCIES ONLY**Match Source (select all that apply)**

☐ Cash

☐ In-Kind

☐ Miscellaneous Appropriations

Positions (if applicable)

Number of Full-Time: _____

Number of Part-time: _____



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 07-01-2025	End Date 06-30-2028	Agency Tracking #	Edison ID
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4
Subrecipient or Recipient <input type="checkbox"/> Subrecipient		Assistance Listing Number: N/A	
<input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end: June 30	
Service Caption (one line only)			
FY26 VCIF Zip Codes,			
Funding —			
FY	State	Federal	Interdepartmental
Other	TOTAL Grant Contract Amount		
FY26-FY28	\$15,119,155.00		
			\$15,119,155.00
TOTAL:	\$15,119,155.00		\$15,119,155.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.	
<input type="checkbox"/> 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.		<i>CPO USE - GG</i>	
Speed Chart FA00003784	Account Code County - 71301000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

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. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Law Enforcement Zip Code Grants (VCIF ZC) is to combat violent crime by supporting local law enforcement agencies, including drug task forces.
 - 1. The grantee shall be required to:
 - i. Demonstrate they have entered into a 287(g) agreement with the federal government; and
 - ii. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 - iii. Retain inventories and other records of purchases made and services provided using grant funds.
 - iv. Upon receipt, place all grant funds, including Program Income as defined in the contract, into an interest-bearing account where it must remain until such time as the funds are needed for the purposes set out in this contract between the State and the Grantee.
 - 2. Any change in terms or conditions will require a contract amendment.

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 State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF AGREEMENT:

B.1. This Grant Contract shall be effective on 07/01/2025 ("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.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Million One Hundred Nineteen Thousand One Hundred Fifty Five Dollars (\$15,119,155.00) ("Maximum Liability").

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 – Total Advance Payment. Grant funds are 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. 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. Reserved.

C.6. Reserved.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").

- C.8. Indirect Cost. Should the Grantee utilize the advance payment 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 only apply the indirect costs in accordance with 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 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 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. 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 paid to the Grantee shall be subject to re-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.

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. 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.
- 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:

Katelyn Cotriss, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue,
Suite 1800
Nashville, Tennessee 37243-1102
Email: kately.cotriss@tn.gov
Telephone #

The Grantee:

Michael Park, Sergeant
Metropolitan Government of Nashville and Davidson County
600 Murfreesboro Pike
Murfreesboro, TN 37219-6399
Email michael.park@nashville.gov
Telephone # (615) 862-7077

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. 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. 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 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 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 parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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 quasi-governmental 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. 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 of 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.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Suspension of Payment.
- a. In addition to termination of this Grant Contract for convenience or for cause, the State may suspend payment under this Grant Contract upon one or more of the following occurrences:
 - 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; or
 - iii. Grantee's failure to comply with any terms or Sections 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 and the suspension of payments does not prohibit the State from exercising any other rights or seeking other remedies available to it, including the termination of this Grant Contract for convenience or for cause as provided in Section.

- E.6. Program Income. Program Income means gross income earned by Grantee that is generated by a grant-supported activity or earned as a result of the grant award during the original term of the grant contract and approved extension periods, including accrued interest and proceeds from the sale of real property. Program Income is added to the total allowable costs, increasing the overall total amount of the grant award.

Upon receipt, the Grantee shall place all grant funds, including Program Income as defined herein, into an interest-bearing account where it must remain until such time as the funds are needed for the purposes set out in this contract between the State and the Grantee. In the event any portion of the grant funds and Program Income is not expended during the original term of this grant contract, the unexpended portion may be required to be returned to the State unless an extension period is authorized by the State.

Contractors or subrecipients of Grantee that draw down grant funds in advance must follow the same requirement to establish and hold grant funds and Program Income in an interest-bearing account. Contractors or subrecipients must return all unexpended grant funds and Program Income to Grantee upon the expiration of the term of this grant contract.

- E.7. 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.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
(signature page follows)

E.8. Monitoring Sub-Contractors.

- a. The Grantee shall develop written procedures for monitoring all of its State-approved subcontractors. The procedures must clearly outline the process for assuring that all subcontractors are in compliance with the terms of this contract, and with the OCJP Grants Manual and with applicable state and federal requirements.
- b. The Grantee shall have an established quality assurance/quality improvement plan for all subcontractors; and
- c. The Grantee shall also maintain an internal quality improvement process that assesses the overall quality and performance of its subcontractors.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

Freddie O'Connell, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JAMES E. BRYSON, COMMISSIONER

DATE

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

11/14/2025

Date

1/5/2026 | 5:31 PM CST

Date

1/6/2026 | 10:12 AM CST

Date

1/6/2026 | 10:06 AM CST

Date

Date _____

Date _____

Scope of Services/Project Narrative

PROBLEMS AND NEEDS

Funding Focus

Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TIBRS) data, local law enforcement data, and local court data.

Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TIBRS) data, local law enforcement data, and local court data.

Jurisdiction Overview, Population, and Demographics

The Metropolitan Nashville Police Department (MNPd) provides full-service law enforcement to all of Nashville and Davidson County, encompassing 504.03 square miles. According to U.S. Census Bureau (2020) data, the Metropolitan Government of Nashville and Davidson County is the most populous area in the State of Tennessee, with a total population of 689,504 residents.

Of this population:

- Approximately 55% (380,838) identify as Caucasian,
- 24.5% (169,349) identify as African American, and
- Roughly 20% (139,260) identify as other races, including Hispanic/Latino, Asian, and multiracial populations.
- The MNPd's service area is diverse and includes both densely populated urban centers and suburban and rural communities, with distinct socioeconomic and demographic variations across its eight precincts. This diversity presents unique challenges in addressing crime patterns and community needs.

Violent Crime Trends and Analysis

Similar to trends seen nationally, the Nashville-Davidson County metropolitan area has experienced an upward trajectory in violent crime over the past several years.

- Between 2019 and 2021, reported violent crimes increased by approximately 7.65%, rising from 7,573 offenses in 2019 to 8,176 in 2021.
- According to Tennessee Incident-Based Reporting System (TIBRS) and MNPd records:
 - o 29.5% (2,526) of violent crime victims were between the ages of 20–29,
 - o 23.9% (2,044) were aged 30–39, and
 - o 12.0% (1,048) were aged 10–19.
- In terms of race, 49.2% (4,207) of violent crime victims were White, while 47.8% (4,091) were African American.
- Over 66% of victims did not know the suspect or the relationship was unknown, reflecting a significant proportion of stranger or opportunistic violence.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 2)

Nature and Location of Violent Crimes

TIBRS data indicate that violent crimes in Nashville occur most frequently in highly populated and public-access areas, such as:

- Residential dwellings,
- Parking lots or garages, and
- Public streets and sidewalks.
- Among the 8,176 violent offenses reported in 2021, 3,069 incidents involved the use of a firearm, underscoring the ongoing challenge of gun violence in Nashville’s urban neighborhoods.

Local Law Enforcement and Court Data

Local court data align closely with TIBRS trends, indicating:

- A continued rise in firearm-related offenses, including aggravated assaults and homicides;
- Concentrations of violent crime within specific ZIP codes, particularly 37207, 37208, 37209, 37217, and 37206, which correspond to areas identified by the Tennessee Office of Criminal Justice Programs as among the state’s top 50 ZIP codes for homicide frequency.
- MNPd continues to collaborate with the Davidson County District Attorney’s Office and General Sessions and Criminal Courts to strengthen prosecution of violent offenders, improve data sharing, and identify emerging hotspots using analytical tools.

Summary

The demographic diversity, population density, and sharp rise in firearm-related offenses make the Nashville-Davidson County metropolitan area one of the state’s most pressing jurisdictions for targeted violent crime intervention. Through data-driven analysis and interagency collaboration, MNPd seeks to use VCIF grant funding to support sustained and evidence-based strategies that reduce violent crime, protect high-risk neighborhoods, and enhance public safety citywide.

Please select the project type your agency is applying for funding:

Please select the project type your agency is applying for funding:

Local or County law enforcement activities

In the table below, please select all counties that will be served by grant funding.

County Location information

County Location information

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 3)

County	Congressional District
Davidson	5, 6, 7

PURPOSE

With the Goal of reducing violent crime, describe how this funding will have long term impact on the violent crime in your region.

With the Goal of reducing violent crime, describe how this funding will have long term impact on the violent crime in your region.

Planned Use of VCIF Funding and Expected Impact

With the assistance of Violent Crime Intervention Fund (VCIF) grant funding, the Metropolitan Nashville Police Department (MNPd) will be able to provide critical equipment, technology, and training necessary to combat the rise in violent crime throughout Nashville and Davidson County.

In recent years, MNPd has faced significant budgetary constraints, which have created challenges in maintaining, replacing, and upgrading essential public safety tools. Despite these limitations, violent crime in the metropolitan area has continued to increase, rising 7.65% from 2019 to 2021, with 8,176 reported violent offenses in 2021 compared to 7,573 in 2019. Many of these incidents involve firearms and occur in high-density urban neighborhoods.

With this funding, MNPd will be able to train, equip, and strategically deploy personnel in the areas most impacted by violent crime, specifically within the following priority ZIP codes: 37207, 37208, 37013, 37211, 37217, 37209, 37115, 37210, 37203, 37206, 37076, 37214, and 37218.

Focus Areas for VCIF Support

- **Data Driven Focused Deterrence Patrols:** Overtime initiative to provide additional patrolling personnel in the following in ZIP codes: 37207, 37208, 37013, 37211, 37217, 37209, 37115, 37210, 37203, 37206, 37076, 37214, and 37218. Assisted with real time crime data, MNPd personnel from the Patrol Division and Support Divisions to detect, respond to, and solve violent crimes.
- **Equipment and Technology to assist in Violent Crime Investigations:** Procurement of advanced investigative and enforcement tools to improve MNPd's ability to detect, respond to, and solve violent crimes through equipment such as but not limited to: Covert audio and video camera systems, rapid DNA testing machines, mobile drug testing kits, aviation support, night vision equipment, crime scene scanners, Utility Task Vehicles (UTV), trailers for UTV transport, room entry tools, Stinger Spike Systems, equipment to help process evidence at the MNPd Property Room, equipment for the MNPd Lab and Computer Forensic Unit for forensic investigations.
- **Safety Equipment for personnel during Violent Crime Investigations:** Procurement of equipment to protect

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 4)

personnel during high-risk operations such as but not limited to ballistic shields, ballistic vests/helmets, firearms with accessories for Patrol and Specialized Units, AED machines, air respirators and safety clothing for the Emergency Contingency Section.

- Training and Personnel Development: Targeted training for patrol and investigative units on evidence-based violence reduction strategies, crisis intervention, data-driven policing, and use of technology to improve situational awareness and officer safety.
- Reduction in the number of Backlogged Sexual Assault Kits: Outsourcing Sexual Assault Kits to outside testing facilities in order to reduce the number backlogged DNA cases.
- Strategic Deployment and Community Impact: Resources will be concentrated within identified violent crime hotspots, enhancing MNPd's ability to conduct proactive patrol operations, and improve response times and investigative follow-up in neighborhoods most affected by gun violence, aggravated assaults and other violent crime related activities.

Expected Outcomes

By providing officers with the equipment and training needed to address violent crime effectively, MNPd expects to:

- Improve officer safety and response capability;
- Increase clearance rates for violent offenses;
- Reduce the frequency of firearm-related assaults and homicides; and
- Strengthen community confidence and trust in law enforcement presence and responsiveness.
- Reduction of backlogged sexual assault kits;
- The VCIF grant will enable MNPd to overcome existing resource gaps and fully implement a strategic, data-informed approach to violent crime reduction. By focusing on the most affected ZIP code areas and investing in both technology and personnel readiness, this initiative will provide long-term benefits for the safety and well-being of Nashville-Davidson County residents.

Project Design: At the time of this application please check which allowable use categories you believe will fit your needs. Check all that you think may apply. **At least one box must be checked:**

Personnel Costs. Examples include but are not limited to: salaries and overtime to support project staff

☒ Personnel Costs. Examples include but are not limited to: salaries and overtime to support project staff

Safety Equipment. Examples include but are not limited to: ballistic shields,, ballistic vests/helmets, tasers, less-lethal launchers, active shooter kits, etc.

☒ Safety Equipment. Examples include but are not limited to: ballistic shields,, ballistic vests/helmets, tasers, less-lethal launchers, active shooter kits, etc.

Training. Examples include but are not limited to: training simulators, field training

☒ Training. Examples include but are not limited to: training simulators, field training

Equipment to support Digital Forensic Investigations

☒ Equipment to support Digital Forensic Investigations

Equipment to support Rapid DNA Testing

☒ Equipment to support Rapid DNA Testing

Equipment to support Rape Kit Testing

☒ Equipment to support Rape Kit Testing

Equipment to support Forensic Investigating

☒ Equipment to support Forensic Investigating

P25 Compliant Radios (Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms)

☐ P25 Compliant Radios (Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms)

Vehicles (must be clearly marked with branding consistent with agency's other fleet vehicles)

☒ Vehicles (must be clearly marked with branding consistent with agency's other fleet vehicles)

Firearms

☒ Firearms

Shot spotter technology

☐ Shot spotter technology

Pole cameras/mounted cameras

☐ Pole cameras/mounted cameras

Body-worn cameras/vehicle cameras

☐ Body-worn cameras/vehicle cameras

Specific assistance to victims of crime (housing vouchers, transportation assistance, etc.)

☐ Specific assistance to victims of crime (housing vouchers, transportation assistance, etc.)

Lighting and Electrical. To improve natural surveillance capabilities, such as a "Hot-Spot" Street-Lighting Upgrades

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 6)

☐ Lighting and Electrical. To improve natural surveillance capabilities, such as a “Hot-Spot” Street-Lighting Upgrades

Security Infrastructure/Fixed Surveillance Infrastructure. Including but not limited to security fencing, cameras, motion sensors, gunshot detection, etc.

☐ Security Infrastructure/Fixed Surveillance Infrastructure. Including but not limited to security fencing, cameras, motion sensors, gunshot detection, etc.

Traffic-Calming / Protective Hardware and other Traffic Control Measures

☐ Traffic-Calming / Protective Hardware and other Traffic Control Measures

Bike & Pedestrian Infrastructure and Site Utilities

☐ Bike & Pedestrian Infrastructure and Site Utilities

Landscaping

☐ Landscaping

Cleaning/sweeping/waste removal

☐ Cleaning/sweeping/waste removal

Evidence-based programming provided directly to individuals, such as youth programming, mental health supports, career readiness, outreach, etc.

☐ Evidence-based programming provided directly to individuals, such as youth programming, mental health supports, career readiness, outreach, etc.

Evaluation costs. To measure pre-and-post intervention conditions and demonstrate impact

☐ Evaluation costs. To measure pre-and-post intervention conditions and demonstrate impact

Construction

Construction

No

Please describe any other expense types that are not listed above. Type N/A if no other expenses are planned at this time:

Please describe any other expense types that are not listed above. Type N/A if no other expenses are planned at this time:

Equipment to support violent crime investigations. Outsourcing of sexual assault kits for testing.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 7)

Goal – Outcome Assignments	
Goal	Outcome

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 8)

This section is for informational purposes only. No data entry required.

A quarterly report is due to the state 30 days following the close of any quarter.

This report shall be in a format prescribed by the state. Items required by the state shall include but may not be limited to:

- Organization Name
- List of purchases made using grant funds during the previous quarter
- Which “allowable use” category each purchase is tied to
- Back-up documentation (receipt, proof of payment, etc.) for every purchase listed
- Narrative statement of progress toward Goal(s) in the 'Project Purpose' section
- Progress photos, where applicable

I have read and agree to the above statement.

☒ I have read and agree to the above statement.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



FREDDIE O'CONNELL
MAYOR

WALLACE W. DIETZ.
DIRECTOR OF LAW

DEPARTMENT OF LAW
METROPOLITAN COURTHOUSE, SUITE 108
P.O. BOX 196300
NASHVILLE, TENNESSEE 37219-6300
(615) 862-6341 • (615) 862-6352 FAX

December 10, 2025

Katelyn Cotriss, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102

Ms. Cotriss,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it "ha[s] 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." We provide this correspondence as a way of explanation. It does not constitute an amendment to the grant.

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant.

If you require any further information, please let us know.

Sincerely,

A handwritten signature in blue ink, reading "Wallace W. Dietz", is positioned above the typed name of the signatory.

Wallace W. Dietz, Director of Law
Metropolitan Government of Nashville and
Davidson County