

RESOLUTION NO. RS2025-1659

A resolution approving a letter of agreement and memorandum of understanding between the Metropolitan Government of Nashville and Davidson County and the Nashville Downtown Partnership related to an application for the FY26 Downtown Public Safety Grant from the State of Tennessee.

WHEREAS, State of Tennessee, Office of Criminal Justice Programs, has made available a FY26 Downtown Public Safety Grant (DPSG) that requires coordination between the local government and business improvement district; and,

WHEREAS, the DPSG grant provides funding to increase public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas as reflected in the grant solicitation package attached hereto; and,

WHEREAS, the Nashville Downtown Partnership (NDP) has submitted a grant application for the full amount to which the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") is eligible; and,

WHEREAS, as part of the application, the Metropolitan Government will submit a letter of agreement acknowledging that it will not apply for the grant and a memorandum of understanding with the NDP regarding its collaboration related to the DPSG; and,

WHEREAS, the memorandum of understanding limits expenditure of grant funds to a specific list of uses; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the letter of agreement and memorandum of understanding be approved.

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

Section 1. That the letter of agreement for the FY26 Downtown Public Safety Grant from the State of Tennessee, attached hereto and incorporated herein, is hereby approved and the Metropolitan Government is authorized to submit the letter as part of the application to the State of Tennessee, Office of Criminal Justice Programs.

Section 2. That the memorandum of understanding between the Metropolitan Government of Nashville and Davidson County and the Nashville Downtown Partnership, to facilitate cooperation related to the FY26 Downtown Public Safety Grant from the State of Tennessee, attached hereto and incorporated herein, is approved and the Metropolitan Government is authorized to submit the memorandum as part of the application to the State of Tennessee, Office of Criminal Justice Programs.

Section 3. 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 THE
AVAILABILITY OF FUNDS:

Jenneen Reed/mjr
Jenneen Reed
Director of Finance

APPROVED AS TO FORM
AND LEGALITY:

Hannah Beilin
Assistant Metropolitan Attorney

INTRODUCED BY:

Kyonte Booniss
David Huff
Council Member(s)

Curtis Perkins



Letter of Agreement. One Per Municipal Jurisdiction

By signature below, it is agreed that the maximum Downtown Public Safety Grant funding available for the following municipal jurisdiction is:

Please Select Your Municipal Jurisdiction

All signatories below further agree to seek the percentage of the total available grant funding, and that the sum of all grants cannot exceed the total available Downtown Public Safety Grant funding stated above.

Entity No. 1. Governmental Entity:

Metropololitian Government of Nashville

Entity Name



Name/Signature

Mayor

Title

0%

Percentage of Total Available Funding

Entity No. 2. Business Improvement District:

Nashville District Managment Corporatic

Entity Name



Name/Signature

Executive Director of District Managmer

Title

0%

Percentage of Total Available Funding



Entity No. 3. Corporate Entity Managing Business Improvement District:

Nashville Downtown Partnership

Entity Name

Thomas D. Turner / *TD Turner*

Name/Signature

President & Chief Executive Officer

Title

100%

Percentage of Total Available Funding

**Memorandum of Understanding between the Metropolitan Government of Nashville
and Davidson County and the Nashville Downtown Partnership**

This Memorandum of Understanding ("MOU") is between the Metropolitan Government of Nashville and Davidson County ("Metro") and the Nashville Downtown Partnership ("NDP"), (collectively "the Parties"). The purpose of this MOU is to facilitate cooperation between the Parties as it relates to the application for and future disbursement of a FY26 Downtown Public Safety Grant from the State of Tennessee.

WHEREAS, the NDP plans to submit an application for a FY26 Downtown Public Safety Grant (DPSG) from the State of Tennessee in the full amount to which Nashville and Davidson County is eligible; and

WHEREAS, Metro is willing to forgo a separate application for a DPSG grant from the State of Tennessee in order to collaborate with NDP; and

WHEREAS, the DPSG grant will provide funding to increase public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas; and

NOW, THEREFORE, the Metropolitan Government of Nashville and Davidson County and the Nashville Downtown Partnership agree as follows:

I. Responsibilities of the Parties.

- a. The purpose of this MOU is to acknowledge the agreement between Metro and the NDP to work cooperatively to improve public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas through the DPSG grant.
- b. This MOU envisions a collaborative approach to the application for and implementation of the DPSG grant between Metro and NDP and sets forth the roles and responsibilities of these entities in a DPSG grant.
- c. The DPSG grant provides support to local governments, Business Improvement Districts, and Business Improvement District management corporations to develop and implement proven public safety strategies to combat violent crime (including juvenile violent crime) and to develop, construct, or rehabilitate infrastructure needed to combat violent crime.
- d. Metro and NDP agree to follow all applicable Federal, state, and local laws.
- e. This MOU does not affect any other agreements between the Parties.

II. Responsibilities of the NDP.

- a. Apply for the DPSG grant in the full amount for which Nashville and Davidson County is eligible.

- b. Comply with all requirements, including reporting requirements, of the DPSG grant.
- c. Work with the Metropolitan Government to implement the goals of the DPSG grant once funding is awarded.
- d. Ensure all expenditures of funds from the DPSG grant appear on the list provided in Exhibit A attached to the MOU.

III. Responsibilities of Metro.

- a. Refrain from applying for any amount under the DPSG grant in order to allow the NDP to apply for the full amount of the DPSG grant.
- b. Provide a Letter of Agreement related to the application for the DPSG grant.
- c. Work with the NPD to implement the goals of the DPSG grant.

IV. Term.

The term of this MOU will begin upon approval of the Metropolitan Council and filing in the Metropolitan Clerk's Office and extend until (a) if a DPSG grant is awarded by the State of Tennessee to the NDP, the termination of any agreement between the NDP and the State of Tennessee for such grant, or (b) if no DPSG grant is awarded by the State of Tennessee to the NDP, this MOU shall terminate immediately.

V. Modification.

This MOU may be amended in writing by mutual agreement of the Parties.

VI. Severability.

Should any provision of this MOU be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this MOU.

IN WITNESS WHEREOF, the Parties have made and executed this Memorandum of Understanding this the ____ day of ____, 2025.

Metropolitan Government of Nashville and
Davidson County

Nashville Downtown Partnership

Freddie O'Connell, Mayor
(This MOU is contingent upon approval by
the Metropolitan Council)

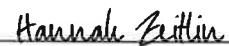


Thomas Turner, President & CEO



Jenneen Reed, Director of Finance

Approved as to Form and Legality:



Assistant Metropolitan Attorney

Metropolitan Clerk

Exhibit A

Technology

Safety Cameras: Video-only cameras installed to enhance public safety by monitoring activity and deterring crime

Noise Camera Technology: Devices that detect and record instances of excessive noise to support noise ordinance enforcement

CSC Video Wall: A centralized display system used to monitor live camera feeds and incidents

CSC Software, Leo Sight: Public Safety software allowing all partners to have situational awareness and communicate via mapping and talk channels. Software has accountability metrics, digital evidence storage, and analyst workflow.

CSC Software, Five Cast: Communication and situational awareness software enabling coordination across multiple safety agencies

Services

Outreach: Community engagement and support services aimed at connecting individuals with appropriate resources or assistance

Safety Ambassadors: Trained personnel who provide a visible safety presence, assist the public, and report issues to authorities

Capital

Lighting: Installation or upgrades of public lighting to improve nighttime safety and visibility in key downtown areas

Public Restrooms and Servicing: Safe, clean, and accessible restroom facilities with ongoing maintenance and servicing

Armored Rescue Vehicle: A protected internal security vehicle to transport MNPd SWAT personnel in response to Active Events and large events in Downtown Nashville and throughout the city (e.g., Titans, Marathon, 4th of July, New Year's Eve)

Mobile Command Post: A self-contained, vehicle-based center deployed to large events in Downtown Nashville and throughout the city (e.g., Titans, Marathon, 4th of July, New Year's

Eve) in order to provide on-site command, control, and communication capabilities for emergency response teams from MNPd, NFD, and other first responder personnel

Tactical Support Post: A mobile command post used by MNPd SWAT to facilitate real-time coordination, communication, and decision-making response to Active Events and provide support to large events in Downtown Nashville and throughout the city (e.g., Titans, Marathon, 4th of July, New Year's Eve)

Downtown Tech Center: A centralized hub for managing technology systems, data analysis, and coordination of downtown safety operations

TENNESSEE Grant Solicitation Packet



FY26 Downtown Public Safety Grant

Project Period: 07/01/2025 - 06/30/2028

Released on: 10/02/2025
Completed applications due: 10/24/2025

Prepared by:
State of Tennessee
Office of Criminal Justice Programs
Department of Finance and Administration
312 Rosa L. Parks Avenue
William R. Snodgrass Tennessee Tower, Suite 1800
Nashville, Tennessee 37243-1102

Program Overview

Gov. Bill Lee and the General Assembly appropriated \$100 million in the State 2025-26 budget for the Downtown Public Safety Grant (DPSG), to reduce crime in Tennessee communities. Funds shall be distributed for the purpose of making direct grants to an eligible local government and eligible Business Improvement Districts (BID) or corporations managing Business Improvement Districts (BID Management Corporations) to increase public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas. Consistent with studies indicating that increased economic viability has a high probability of reducing incidents of violent crime, the DPSG grants will support actions to increase public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas, such as:

- Implementation of programming based on proven effective violent crime intervention models
- Purchase and application of new technology and equipment; property and infrastructure development, redevelopment, rehabilitation, and construction;
- Development and implementation of a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts

A local government, Business Improvement District, or entity managing Business Improvement Districts receiving a DPSG grant is authorized to subcontract with a third-party for-profit or nonprofit organization to provide programs and services; provided that the third party is duly licensed to do business in the State of Tennessee and that all programs and services performed pursuant to a grant agreement or subcontract must comply with all applicable local, state, and federal law in performance of the grant funded project. If a local government contracts with a Business Improvement District or entity managing Business Improvement Districts to provide grant funded services, those entities must comply with all terms of the original grant contract in the same manner as if they had received the grant directly.

Eligibility

The following entities are eligible to apply:

- The following local governments: Metropolitan Government of Nashville and Davidson County, City of Memphis, City of Chattanooga, City of Knoxville
- Business Improvement Districts (BIDs) and Business Improvement District Management Corporations created pursuant to TCA Title 7 Chapter 84 Part 5 that:
 - Manage or oversee the operations of at least one (1) central Business Improvement District created by TCA Title 7, Chapter 84, Part 5; and
 - Operate in a municipal or metropolitan government having a population of 181,000 or more according to the 2020 federal census.

All entities applying for DPSG funding must also meet the criteria listed in this solicitation.

Entities not able to demonstrate they meet these criteria must not apply.

- All applicants must agree to comply with all terms in the applicable standard state grant contract as well as any additional provisions specific to this grant including but not limited to:
 - Payment Methodology
 - Disbursement Reconciliation and Close Out
 - Indirect Cost
 - Cost Allocation
 - Non-Allowable Costs
 - Program Income
- All eligible BIDs and their eligible management corporations may apply. A grant may be awarded to a local government, a BID, and a BID management corporation from the same municipal/metropolitan jurisdiction.
- Local governments must coordinate with the eligible BIDs and BID management corporations within their respective jurisdictions to ensure that their grant applications, collectively, do not request funds exceeding the maximum dollar amount available to the respective jurisdiction. All applicants within the same municipal jurisdiction must sign and return the **Letter of Agreement** to demonstrate their understanding of the funding limit applicable to their respective jurisdiction.
 - City of Chattanooga - \$4,460,915.00
 - City of Knoxville - \$4,941,358.00
 - City of Memphis - \$74,069,169.00
 - Metropolitan Government of Nashville and Davidson County - \$15,028,698.00
- All BIDs and BID management corporations must submit a copy of the municipal/metropolitan ordinance that authorized/created them.
- All BIDs and BID management corporations must submit documentation to establish that they manage or oversee the operations of at least one (1) central business improvement district created pursuant to Tennessee Code Annotated, Title 7, Chapter 84, Part 5 and that they operate in a municipal or metropolitan government having a population of 181,000 or more according to the 2020 federal census.
- All BIDs and BID management corporations must be compliant with registration requirements with the TN Secretary of State and submit a copy of their current registration status with their application.
- All BIDs and BID Management Corporations must comply with and operate pursuant to the terms and requirements of Tennessee Code Annotated Title 7, Chapter 84, Part 5, and submit a certification of compliance with their application.

Length and Amount of Project Support

Length: Grant contracts will start July 1, 2025, and expenses incurred from July 1, 2025, through the termination date will be allowable expenses. Grant contracts will end June 30, 2028.

Project Support: The funding amount is based on each jurisdiction's reported five-year average of reported violent crime and population. Please see the amounts below for each jurisdiction:

- City of Chattanooga - \$4,460,915.00

- City of Knoxville - \$4,941,358.00
- City of Memphis - \$74,069,169.00
- Metropolitan Government of Nashville and Davidson County - \$15,028,698.00

Program Purpose

The purpose of the DPSG grant program is to provide support to local governments, Business Improvement Districts and Business Improvement District management corporations to develop and implement proven public safety strategies to combat violent crime (including juvenile violent crime) and to develop, construct, or rehabilitate infrastructure needed to combat violent crime. DPSG program priorities include but are not limited to:

- Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
- Coordinated projects that engage community partners in identifying and implementing interventions to reduce or stop violent crime;
- Development/construction/rehabilitation activities to advance place-based safety efforts
- Development and implementation of a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts, including developing, constructing, or rehabilitating infrastructure needed to combat violent crime; and
- New interventions that are shown to have demonstrated impact on violent crime within the community.

Grant Solicitation Communications

The State has assigned the following Grant Solicitation identification title that must be referenced in all communications regarding this Grant Solicitation:

- DPSG Grant

Prospective Applicants must direct all communications concerning this Grant Solicitation through the TNGrants Portal. For additional instructions, please see the Technical Assistance Job Aid.

Application Deadline

An Applicant must ensure that the State receives a completed application no later than the application deadline time and date, which is in Central Standard Time. The State will not accept late applications, and an Applicant's failure to submit its completed application and required materials by the deadline will result in disqualification of the application.

APPLICATION REQUIREMENTS

Project Scope of Service

The Project Scope of Service contains the following headers and will be evaluated based upon the following criteria:

- General Information
- Problems and Needs
- Project Purpose
- Collaboration Activities
- Data Collection
- Uploaded Files
- Attestation

Budget Summary and Line-Item Detail

- A budget is not required to be submitted with the grant application, but all expenses must be reasonable, necessary, and allocable directly to the project.

Application Submission

Required Materials for Submission

- Project Scope of Service
- Central Business Improvement District Documentation (if applicable to the application)
- Letter of Agreement (each application must submit the signed document with all signatures)

Response Preparation Costs

- The State will not pay any costs associated with the preparation, submittal, or presentation of any application.

GRANT SOLICITATION SCHEDULE OF EVENTS

- The following Grant Solicitation Schedule of Events represents the State's best estimate for this Grant Solicitation.

EVENT	TIME (central time zone)	DATE
1. Grant Solicitation Posted		10/02/2025
2. Application Released	4:30 p.m.	10/02/2025
3. Application Deadline	4:30 p.m.	10/24/2025
4. Contract Start Date		07/01/2025

- **The State reserves the right, at its sole discretion, to adjust the Grant Solicitation Schedule of Events as it deems necessary.**
- Any adjustment of the Schedule of Events shall constitute a Grant Solicitation update, and the State will communicate such to prospective Applicants.

FUND SOURCE DESCRIPTION AND SPECIFIC REQUIREMENTS

Grantees shall be required to participate in all OCJP designated Technical Assistance

Provider trainings and activities.

Please reference the Allowable Costs section of the OCJP Grants Manual for full explanations/restrictions regarding Allowable Costs.

General Salaries and Personnel Costs: Payment of personnel costs are allowable if costs are a part of an approved project, are necessary and incidental to project implementation and operation, and are in addition to the resources already available to the Grantee. Overtime pay will only be allowable as approved by OCJP on a case by case basis.

Space: The cost of space in privately - or publicly - owned buildings used for the benefit of the program is allowable subject to the conditions stated below:

- The total cost of space may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization of OCJP.
- **Rental Cost:** The rental cost of space in a privately owned building is allowable. Rent cannot be paid if the building is owned by the grantee or if the grantee has a substantial financial interest in the property. However, the cost of ownership is an allowable expense. Similar costs for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed. Such charges must be determined on the basis of actual cost (including depreciation-based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- **Maintenance and Operation:** The cost of utilities, insurance, security, janitorial services, elevator services, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
- **Occupancy of Space Under Rental-Purchase or a Lease with Option-to-Purchase Agreement:** The cost of space procured under such arrangements is allowable when specifically approved by OCJP. This type of arrangement may require application of special matching share requirements under construction programs.
- **Depreciation and Use Allowances on Publicly Owned Buildings:** Depreciation or a use allowance on idle or excess facilities is NOT ALLOWABLE.

Professional Fees:

- All Grantee organizations that enter into a relationship with a third party to provide project-based professional services for the grant project, must do so pursuant to a formal subcontract between the Grantee organization and the third party.
- Grantees must comply with all applicable terms of the OCJP Grants Manual regarding OCJP pre-approval of subcontracts. Consultant rates of payment are to be reasonable and consistent with fees for similar services in the marketplace.
- All projects providing training instructors/speakers with state funds must submit a Notification of Speakers Agreement for each instructor/speaker 15 days prior to the training event. See Chapter IX. OCJP Grants Manual.

Publication of Documents and Electronic Media: Applicants are encouraged to make

the results and accomplishments of their activities available to the public. A recipient/subrecipient who publicizes project activities and results shall adhere to the terms and conditions of the award as well as the following: Responsibility for the direction of the project activity shall not be ascribed to OCJP. The publication shall include the following statement: "This project is funded under an agreement with the State of Tennessee." All materials publicizing or resulting from award activities shall contain an acknowledgement of State of Tennessee assistance. An acknowledgement of support shall be made through use of the above statement or comparable footnote. The OCJP Program Manager will verify the statement prior to printing or publication. A grantee/subrecipient or contractor is expected to publish or otherwise make widely available to the public, as requested by OCJP, the results of work conducted or produced under an award. All publication and distribution agreements with a publisher will include provisions giving the State of Tennessee a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for government purposes. Unless otherwise specified in the award, the grantee/recipient/subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material and other intellectual property rights developed or purchased as a result of award activities shall be subject to the State of Tennessee's royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for government purposes. The recipient/subrecipient shall submit a publication and distribution plan to OCJP before materials developed under an award are commercially published or distributed. The plan shall include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. Prior OCJP approval of this plan is required for publishing project activities and results when funds are used to pay for the publication.

Travel: Expenses and reimbursements for in-state and out-of-state travel must follow the most current comprehensive State of Tennessee Rules and Regulations State of Tennessee Travel Rules and Regulations. OCJP requires prior approval for attendance at any out of state conference, meeting, or training.

Equipment and Technology Purchases: Law Enforcement 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.

Failure to comply with these requirements will result in a questioned cost and agencies will be required to pay back all cost not compliant with this section and certification.

Additionally, agencies are strongly encouraged to utilize statewide contracts and cooperative agreements, to expedite the purchasing process. Equipment and technology purchases under this application will first identify products currently on state contract or local cooperative agreement as the first choice to allow for consistency across entities, enhanced data collection, and a uniform system of tracking violent criminals. The list of preferred law enforcement focused equipment for this project includes but is not limited to:

- Shot Spotter Technology
- Pole cameras
- Video Analysis Software

- Body Armor for agency personnel and K-9s
- Body-worn cameras
- P25 Radios
- Statewide Communications Systems (TACN)
- Equipment to support RapidDNA testing
- Equipment to support digital forensic investigations
- Equipment which is integral to an improved project if necessary and allocable to that project

Downtown Safety Improvement Strategy: Costs incurred as part of a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts are eligible, including but not limited to:

- Lighting and Electrical to improve natural surveillance capabilities, such as a "HotSpot" Street-Lighting Upgrades
- Security Infrastructure/Fixed Surveillance Infrastructure.
- Physical Security Presence investments that expand physical security presence in downtown "hot-spot" areas
- Traffic-Calming / Protective Hardware and other Traffic Control Measures:
- Traffic & Pedestrian Infrastructure + Site Utilities
- Demolition of crime-contributing infrastructure, Blight Remediation, & Façade Improvement
- Architectural and Engineering costs associated with a Downtown Safety Improvement Strategy allowable use above;

Unallowable Costs

Please reference Chapter XV. Unallowable Costs of the OCJP Grants Manual for full explanations and restrictions regarding generic Unallowable Costs.

Generic Unallowable Costs:

- Construction and land acquisition unless otherwise permitted herein as part of the Downtown Safety Improvement Strategy:
- Compensation of federal or state employees, except off duty employees as approved by OCJP arising from approved grant related projects
- Bonuses or commissions,
- Military type equipment,
- Uniforms,
- Lobbying,
- Fundraising (including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions),
- Corporate formation,
- State and local taxes, except as approved by OCJP arising from approved grant related projects,
- Legal fees,
- Cost in applying for this grant,
- First class travel,
- Gift cards,

- Depreciation,
- Sole source contracts without prior written approval from OCJP
- Cost incurred outside the project period, and
- Late fees.

Please Note: This list is NOT ALL-INCLUSIVE. For further clarification, contact OCJP or refer to the OCJP Grants Manual.

Program Income: All funds received, including Program Income, shall be placed in an interest-bearing account upon receipt, and remain until such time as they are needed for the purposes set out in the contract between the State and Applicant. If any portion of the grant funds and Program Income is not expended during the original term of the grant contract, the unexpended portion plus any accrued interest may be required to be returned to the State. Program Income means gross income earned by Applicant that is generated by a grant-supported activity or earned as a result of the grant award during the period of performance and approved extension periods, including accrued interest.

OTHER FEDERAL AND STATE PROGRAM REQUIREMENTS

Statewide Contracts and Cooperative Agreements: All Grantees are strongly encouraged to utilize statewide contracts and cooperative agreements to expedite the purchasing process for all goods and services purchased with grant funds. Equipment and technology purchases under this application will first identify products currently on state contract or local cooperative agreement as the first choice to allow for consistency across entities, enhanced data collection, and a uniform system of tracking violent criminals.

Subject to Funds Availability: All funding is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, or for any other reason whatsoever the State reserves the right to terminate this solicitation. 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.

Tennessee Department of Revenue Registration: Pursuant to Tennessee Code Annotated (TCA) 12-3-306 all Grantees and grant sub-recipients must comply with applicable provisions of the Retailers' Sales Tax Act compiled in TCA 67-6- 101 et seq. All Grantees and grant sub-recipients are therefore required to either register a sales and use account with the Department of Revenue or seek an exemption from the same. Information on the process can be found at: Sales and Use Registration. Applications must include sales/use registration information or exemption letter. Applicants must demonstrate that requests for registration or exemption was initiated at least seven (7) business days prior to the application due date. (This does not apply to DTFs and State and Local Law Enforcement.)

High Risk Designation: All applicants must disclose whether they are designated "high risk" by a federal grant-making agency. If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to the OCJP. For purposes of this disclosure, high risk includes any status

under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The applicant's disclosure must include the following:

- The federal awarding agency that currently designates the recipient high risk,
- The date the recipient was designated high risk,
- The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Applicants will be required to submit a High-Risk Designation Certification if selected for funding.

All applicants must affirmatively confirm their agreement to comply with all local, state, and federal law applicable to their grant project.

For further program requirements please refer to the OCJP Grants Manual on the Office of Criminal Justice Programs website.

FINANCIAL REQUIREMENTS

OCJP grants are governed by the provisions of the Office of Management and Budget (OMB) Uniform Guidance applicable to financial assistance. The sub-recipient must follow OMB Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance). Additional information and guidance are contained in the fund source chapters of the OCJP Grants Manual available from the Office of Criminal Justice Programs upon award of grant funds or by referring to the OCJP Grants Manual. This policy manual provides information on allowed costs, methods of payment, audit requirements, accounting systems, and financial records. Specific requirements include:

Accounting Systems: A grant accounting system must be in place and financial records must accurately account for funds awarded to them. The system must have a financial management module in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. This includes ability to track grant funds separately from other funds. There should be a system in place that can accurately track employee's time charged to the grant. Accounting policies and procedures should be documented and in use, this includes payroll and purchasing policies that reflect good internal controls.

Cost Allocation Plan: If any part of the costs to be reimbursed are joint costs involving allocation to more than one program or activity, a cost allocation plan must be submitted and approved by the subrecipient's cognizant agency. The subrecipient's cognizant agency is the agency whose funds comprise the greatest percentage of grant funds received by the Subrecipient. Cost Allocation Plans must comply with the applicable accounting and financial standards, either Financial Accounting Standards Board ("FASB") standards or Governmental Accounting Standards Board ("GASB") standards. Methods used for allocating costs may differ between Subrecipients. It should be noted that grantors are not required to fully fund the costs that are charged to a particular program under an approved Cost Allocation Plan if such costs are not allowable under the contract with the Subrecipient or exceed the prescribed funding percentage or budgets.

The requirements for the development and submission of indirect cost proposals and cost allocation plans are set out in Appendices III – VI of 2 C.F.R. Part 200, for subrecipients that are a state department, city, county (and subdivision thereof) and state college, university, and technology center. These subrecipients should follow the guidelines applicable to its type of organization.

- 2 C.F.R. § 200, Appendix V for State/Local Government Central Service Cost Allocation Plans
- 2 C.F.R. § 200, Appendix VII for State/Local/Tribal Indirect Cost Proposals

For additional information regarding cost allocation plans, please refer to Chapter XVI – Cost Allocation of the OCJP grants manual.

Reporting Irregularities: The subrecipient is responsible for promptly notifying OCJP and the State of Tennessee Comptroller of any illegal acts or irregularities and or proposed actual actions. Please notify the State of Tennessee Comptroller Hotline at 1-800-232-5454 of any irregularities that occur. Illegal acts include: conflicts of interest, falsification of records or reports, misappropriation of funds or other assets, and/or fraud, waste or abuse. For additional information, please refer to the Tennessee Comptroller of the Treasury website

REPORTING REQUIREMENTS

The grantee must collect, maintain, and provide to OCJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OCJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

The data collected should support the information submitted on the reports and OCJP may periodically request to see the back-up data that supports the information submitted.

Any additional reports required will be determined by the scope of the project.

PROGRAMMATIC REPORTING

Reporting requirements will be determined based on your project design and the data that can be collected. Requirements will at a minimum include a quarterly and annual report and a final report at the conclusion of the grant. At minimum, reports shall include:

- The Grantee's name;
- The Grant Contract's Edison identification number, Term, and total amount;
- 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
- Other relevant details requested by the Grantor State Agency. 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.

Quarterly Report: A quarterly report is due to the state no later than 15 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 quarter;
- Which "allowable use" category each purchase is tied to;
- Backup documentation (receipt, proof of payment, etc) for every purchase listed.
- Program Income Report

Annual and Final Reports. The Grantee shall submit, within thirty (30) days of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A").

FISCAL REPORTING

Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in the grant contract agreement. Payment to the Grantee shall be a lump sum made in advance upon approval of the Grant Contract. See Program Income Above.

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.").

Project Equipment Summary Report: A Project Equipment Summary Report is required to be completed on an annual basis if equipment or "Sensitive Minor Equipment" (see OCJP Grants Manual Chapter X-Property and Equipment for definition) is purchased with grant funds during the current fiscal year. It is due to OCJP no later than thirty (30) calendar days past the end of the State fiscal year, which is July 31st. For new projects, the Project Equipment Summary Report should list new or start-up equipment purchases. For multiyear projects, the Project Equipment Summary Report should specifically identify any purchases that have been made for equipment, either totally or in part with grant money, since the last fiscal year. Please see the Project Equipment Summary Report to fill it out online.

FISCAL AND PROGRAM MONITORING

The Office of Criminal Justice Programs program managers and fiscal monitors provide routine program and fiscal monitoring of all OCJP contracts. This monitoring provides program and fiscal contract compliance review, much needed information on how the program is actually being implemented and assists in identifying grantees experiencing problems requiring corrective action. If through monitoring a problem area is identified and corrective action is requested, OCJP grantees must adhere to the corrective action requirements identified in the OCJP Grants Manual Chapter XIX. D within the time period required.

APPLICATION EVALUATION

Review and Evaluation of Proposals: Each application will be rated, utilizing a “weighted” review tool, based on the applicant agency’s ability to provide a logical description of how their project theoretically works to benefit the target group. The project description must tie goals, objectives, activities, and outputs together in a logical fashion. Applications will be reviewed for financial and programmatic completeness by OCJP staff with expertise in grant requirements and program design. The applications will be rated, and funding will be determined through a competitive review process by a review team of professionals knowledgeable in applicable subject material. Grants will be awarded based on current funding patterns, the availability of funds, and the above cited criteria.

All applications will undergo a final review by OCJP Staff and applicants will be notified of approval or denial. If an application is approved, the contract between the state and the grantee will be emailed with the approval letter. The contract must be signed by the Authorized Official and returned to the Office of Criminal Justice Programs for approval by the Commissioner of Finance and Administration. After the Commissioner approves the contract, an executed original contract will be emailed to the grantee.

GRANT SOLICITATION UPDATES

The State at its sole discretion may update this Grant Solicitation, in writing, at any time prior to contract award. However, prior to any such update, the State will consider whether it would negatively impact the ability of potential Applicants to meet the response deadline and revise the Grant Solicitation Schedule of Events if deemed appropriate. If a Grant Solicitation update is issued, the State will convey it to potential Applicants who submitted a Notice of Intent to Apply (refer to Grant Solicitation Section 1.5). A response must address the final Grant Solicitation (including its attachments) as updated.

Letter of Agreement. One Per Municipal Jurisdiction

By signature below, it is agreed that the maximum Downtown Public Safety Grant funding available for the following municipal jurisdiction is:

Please Select Your Municipal Jurisdiction

All signatories below further agree to seek the percentage of the total available grant funding, and that the sum of all grants cannot exceed the total available Downtown Public Safety Grant funding stated above.

Entity No. 1. Governmental Entity:

Metropololitian Government of Nashville

Entity Name



Name/Signature

Mayor

Title

0%

Percentage of Total Available Funding

Entity No. 2. Business Improvement District:

Nashville District Managment Corporatic

Entity Name



Name/Signature

Executive Director of District Managmer

Title

0%

Percentage of Total Available Funding

Entity No. 3. Corporate Entity Managing Business Improvement District:

Nashville Downtown Partnership

Entity Name

Thomas D. Turner / T D Turner

Name/Signature

President & Chief Executive Officer

Title

100%

Percentage of Total Available Funding

**Memorandum of Understanding between the Metropolitan Government of Nashville
and Davidson County and the Nashville Downtown Partnership**

This Memorandum of Understanding (“MOU”) is between the Metropolitan Government of Nashville and Davidson County (“Metro”) and the Nashville Downtown Partnership (“NDP”), (collectively “the Parties”). The purpose of this MOU is to facilitate cooperation between the Parties as it relates to the application for and future disbursement of a FY26 Downtown Public Safety Grant from the State of Tennessee.

WHEREAS, the NDP plans to submit an application for a FY26 Downtown Public Safety Grant (DPSG) from the State of Tennessee in the full amount to which Nashville and Davidson County is eligible; and

WHEREAS, Metro is willing to forgo a separate application for a DPSG grant from the State of Tennessee in order to collaborate with NDP; and

WHEREAS, the DPSG grant will provide funding to increase public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas; and

NOW, THEREFORE, the Metropolitan Government of Nashville and Davidson County and the Nashville Downtown Partnership agree as follows:

I. Responsibilities of the Parties.

- a. The purpose of this MOU is to acknowledge the agreement between Metro and the NDP to work cooperatively to improve public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas through the DPSG grant.
- b. This MOU envisions a collaborative approach to the application for and implementation of the DPSG grant between Metro and NDP and sets forth the roles and responsibilities of these entities in a DPSG grant.
- c. The DPSG grant provides support to local governments, Business Improvement Districts, and Business Improvement District management corporations to develop and implement proven public safety strategies to combat violent crime (including juvenile violent crime) and to develop, construct, or rehabilitate infrastructure needed to combat violent crime.
- d. Metro and NDP agree to follow all applicable Federal, state, and local laws.
- e. This MOU does not affect any other agreements between the Parties.

II. Responsibilities of the NDP.

- a. Apply for the DPSG grant in the full amount for which Nashville and Davidson County is eligible.

- b. Comply with all requirements, including reporting requirements, of the DPSG grant.
- c. Work with the Metropolitan Government to implement the goals of the DPSG grant once funding is awarded.
- d. Ensure all expenditures of funds from the DPSG grant appear on the list provided in Exhibit A attached to the MOU.

III. Responsibilities of Metro.

- a. Refrain from applying for any amount under the DPSG grant in order to allow the NDP to apply for the full amount of the DPSG grant.
- b. Provide a Letter of Agreement related to the application for the DPSG grant.
- c. Work with the NPD to implement the goals of the DPSG grant.

IV. Term.

The term of this MOU will begin upon approval of the Metropolitan Council and filing in the Metropolitan Clerk's Office and extend until (a) if a DPSG grant is awarded by the State of Tennessee to the NDP, the termination of any agreement between the NDP and the State of Tennessee for such grant, or (b) if no DPSG grant is awarded by the State of Tennessee to the NDP, this MOU shall terminate immediately.

V. Modification.

This MOU may be amended in writing by mutual agreement of the Parties.

VI. Severability.

Should any provision of this MOU be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this MOU.

IN WITNESS WHEREOF, the Parties have made and executed this Memorandum of Understanding this the ____ day of _____, 2025.

Metropolitan Government of Nashville and
Davidson County

Nashville Downtown Partnership

Freddie O'Connell, Mayor
(This MOU is contingent upon approval by
the Metropolitan Council)



Thomas Turner, President & CEO

Jenneen Reed, Director of Finance

Approved as to Form and Legality:

Assistant Metropolitan Attorney

Metropolitan Clerk

Exhibit A

Technology

Safety Cameras: Video-only cameras installed to enhance public safety by monitoring activity and deterring crime

Noise Camera Technology: Devices that detect and record instances of excessive noise to support noise ordinance enforcement

CSC Video Wall: A centralized display system used to monitor live camera feeds and incidents

CSC Software, Leo Sight: Public Safety software allowing all partners to have situational awareness and communicate via mapping and talk channels. Software has accountability metrics, digital evidence storage, and analyst workflow.

CSC Software, Five Cast: Communication and situational awareness software enabling coordination across multiple safety agencies

Services

Outreach: Community engagement and support services aimed at connecting individuals with appropriate resources or assistance

Safety Ambassadors: Trained personnel who provide a visible safety presence, assist the public, and report issues to authorities

Capital

Lighting: Installation or upgrades of public lighting to improve nighttime safety and visibility in key downtown areas

Public Restrooms and Servicing: Safe, clean, and accessible restroom facilities with ongoing maintenance and servicing

Armored Rescue Vehicle: A protected internal security vehicle to transport MNPd SWAT personnel in response to Active Events and large events in Downtown Nashville and throughout the city (e.g., Titans, Marathon, 4th of July, New Year's Eve)

Mobile Command Post: A self-contained, vehicle-based center deployed to large events in Downtown Nashville and throughout the city (e.g., Titans, Marathon, 4th of July, New Year's

Eve) in order to provide on-site command, control, and communication capabilities for emergency response teams from MNPd, NFD, and other first responder personnel

Tactical Support Post: A mobile command post used by MNPd SWAT to facilitate real-time coordination, communication, and decision-making response to Active Events and provide support to large events in Downtown Nashville and throughout the city (e.g., Titans, Marathon, 4th of July, New Year's Eve)

Downtown Tech Center: A centralized hub for managing technology systems, data analysis, and coordination of downtown safety operations

TENNESSEE Grant Solicitation Packet



FY26 Downtown Public Safety Grant

Project Period: 07/01/2025 - 06/30/2028

*Released on: 10/02/2025
Completed applications due: 10/24/2025*

Prepared by:
State of Tennessee
Office of Criminal Justice Programs
Department of Finance and Administration
312 Rosa L. Parks Avenue
William R. Snodgrass Tennessee Tower, Suite 1800
Nashville, Tennessee 37243-1102

Program Overview

Gov. Bill Lee and the General Assembly appropriated \$100 million in the State 2025-26 budget for the Downtown Public Safety Grant (DPSG), to reduce crime in Tennessee communities. Funds shall be distributed for the purpose of making direct grants to an eligible local government and eligible Business Improvement Districts (BID) or corporations managing Business Improvement Districts (BID Management Corporations) to increase public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas. Consistent with studies indicating that increased economic viability has a high probability of reducing incidents of violent crime, the DPSG grants will support actions to increase public safety, reduce blight, enhance economic development infrastructure, and reduce crime in downtown business and commercial areas, such as:

- Implementation of programming based on proven effective violent crime intervention models
- Purchase and application of new technology and equipment; property and infrastructure development, redevelopment, rehabilitation, and construction;
- Development and implementation of a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts

A local government, Business Improvement District, or entity managing Business Improvement Districts receiving a DPSG grant is authorized to subcontract with a third-party for-profit or nonprofit organization to provide programs and services; provided that the third party is duly licensed to do business in the State of Tennessee and that all programs and services performed pursuant to a grant agreement or subcontract must comply with all applicable local, state, and federal law in performance of the grant funded project. If a local government contracts with a Business Improvement District or entity managing Business Improvement Districts to provide grant funded services, those entities must comply with all terms of the original grant contract in the same manner as if they had received the grant directly.

Eligibility

The following entities are eligible to apply:

- The following local governments: Metropolitan Government of Nashville and Davidson County, City of Memphis, City of Chattanooga, City of Knoxville
- Business Improvement Districts (BIDs) and Business Improvement District Management Corporations created pursuant to TCA Title 7 Chapter 84 Part 5 that:
 - o Manage or oversee the operations of at least one (1) central Business Improvement District created by TCA Title 7, Chapter 84, Part 5; and
 - o Operate in a municipal or metropolitan government having a population of 181,000 or more according to the 2020 federal census.

All entities applying for DPSG funding must also meet the criteria listed in this solicitation.

Entities not able to demonstrate they meet these criteria must not apply.

- All applicants must agree to comply with all terms in the applicable standard state grant contract as well as any additional provisions specific to this grant including but not limited to:
 - o Payment Methodology
 - o Disbursement Reconciliation and Close Out
 - o Indirect Cost
 - o Cost Allocation
 - o Non-Allowable Costs
 - o Program Income
- All eligible BIDs and their eligible management corporations may apply. A grant may be awarded to a local government, a BID, and a BID management corporation from the same municipal/metropolitan jurisdiction.
- Local governments must coordinate with the eligible BIDs and BID management corporations within their respective jurisdictions to ensure that their grant applications, collectively, do not request funds exceeding the maximum dollar amount available to the respective jurisdiction. All applicants within the same municipal jurisdiction must sign and return the **Letter of Agreement** to demonstrate their understanding of the funding limit applicable to their respective jurisdiction.
 - o City of Chattanooga - \$4,460,915.00
 - o City of Knoxville - \$4,941,358.00
 - o City of Memphis - \$74,069,169.00
 - o Metropolitan Government of Nashville and Davidson County - \$15,028,698.00
- All BIDs and BID management corporations must submit a copy of the municipal/metropolitan ordinance that authorized/created them.
- All BIDs and BID management corporations must submit documentation to establish that they manage or oversee the operations of at least one (1) central business improvement district created pursuant to Tennessee Code Annotated, Title 7, Chapter 84, Part 5 and that they operate in a municipal or metropolitan government having a population of 181,000 or more according to the 2020 federal census.
- All BIDs and BID management corporations must be compliant with registration requirements with the TN Secretary of State and submit a copy of their current registration status with their application.
- All BIDs and BID Management Corporations must comply with and operate pursuant to the terms and requirements of Tennessee Code Annotated Title 7, Chapter 84, Part 5, and submit a certification of compliance with their application.

Length and Amount of Project Support

Length: Grant contracts will start July 1, 2025, and expenses incurred from July 1, 2025, through the termination date will be allowable expenses. Grant contracts will end June 30, 2028.

Project Support: The funding amount is based on each jurisdiction's reported five-year average of reported violent crime and population. Please see the amounts below for each jurisdiction:

- City of Chattanooga - \$4,460,915.00

- City of Knoxville - \$4,941,358.00
- City of Memphis - \$74,069,169.00
- Metropolitan Government of Nashville and Davidson County - \$15,028,698.00

Program Purpose

The purpose of the DPSG grant program is to provide support to local governments, Business Improvement Districts and Business Improvement District management corporations to develop and implement proven public safety strategies to combat violent crime (including juvenile violent crime) and to develop, construct, or rehabilitate infrastructure needed to combat violent crime. DPSG program priorities include but are not limited to:

- Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
- Coordinated projects that engage community partners in identifying and implementing interventions to reduce or stop violent crime;
- Development/construction/rehabilitation activities to advance place-based safety efforts
- Development and implementation of a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts, including developing, constructing, or rehabilitating infrastructure needed to combat violent crime; and
- New interventions that are shown to have demonstrated impact on violent crime within the community.

Grant Solicitation Communications

The State has assigned the following Grant Solicitation identification title that must be referenced in all communications regarding this Grant Solicitation:

- DPSG Grant

Prospective Applicants must direct all communications concerning this Grant Solicitation through the TNGrants Portal. For additional instructions, please see the Technical Assistance Job Aid.

Application Deadline

An Applicant must ensure that the State receives a completed application no later than the application deadline time and date, which is in Central Standard Time. The State will not accept late applications, and an Applicant's failure to submit its completed application and required materials by the deadline will result in disqualification of the application.

APPLICATION REQUIREMENTS

Project Scope of Service

The Project Scope of Service contains the following headers and will be evaluated based upon the following criteria:

- General Information
- Problems and Needs
- Project Purpose
- Collaboration Activities
- Data Collection
- Uploaded Files
- Attestation

Budget Summary and Line-Item Detail

- A budget is not required to be submitted with the grant application, but all expenses must be reasonable, necessary, and allocable directly to the project.

Application Submission

Required Materials for Submission

- Project Scope of Service
- Central Business Improvement District Documentation (if applicable to the application)
- Letter of Agreement (each application must submit the signed document with all signatures)

Response Preparation Costs

- The State will not pay any costs associated with the preparation, submittal, or presentation of any application.

GRANT SOLICITATION SCHEDULE OF EVENTS

- The following Grant Solicitation Schedule of Events represents the State's best estimate for this Grant Solicitation.

EVENT	TIME (central time zone)	DATE
1. Grant Solicitation Posted		10/02/2025
2. Application Released	4:30 p.m.	10/02/2025
3. Application Deadline	4:30 p.m.	10/24/2025
4. Contract Start Date		07/01/2025

- **The State reserves the right, at its sole discretion, to adjust the Grant Solicitation Schedule of Events as it deems necessary.**
- Any adjustment of the Schedule of Events shall constitute a Grant Solicitation update, and the State will communicate such to prospective Applicants.

FUND SOURCE DESCRIPTION AND SPECIFIC REQUIREMENTS

Grantees shall be required to participate in all OCJP designated Technical Assistance

Provider trainings and activities.

Please reference the Allowable Costs section of the OCJP Grants Manual for full explanations/restrictions regarding Allowable Costs.

General Salaries and Personnel Costs: Payment of personnel costs are allowable if costs are a part of an approved project, are necessary and incidental to project implementation and operation, and are in addition to the resources already available to the Grantee. Overtime pay will only be allowable as approved by OCJP on a case by case basis.

Space: The cost of space in privately - or publicly - owned buildings used for the benefit of the program is allowable subject to the conditions stated below:

- The total cost of space may not exceed the rental cost of comparable space and facilities in a privately owned building in the same locality.
- The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization of OCJP.
- Rental Cost: The rental cost of space in a privately owned building is allowable. Rent cannot be paid if the building is owned by the grantee or if the grantee has a substantial financial interest in the property. However, the cost of ownership is an allowable expense. Similar costs for a publicly owned building are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed. Such charges must be determined on the basis of actual cost (including depreciation-based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are included in rental charges, they may not be charged elsewhere.
- Maintenance and Operation: The cost of utilities, insurance, security, janitorial services, elevator services, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
- Occupancy of Space Under Rental-Purchase or a Lease with Option-to-Purchase Agreement: The cost of space procured under such arrangements is allowable when specifically approved by OCJP. This type of arrangement may require application of special matching share requirements under construction programs.
- Depreciation and Use Allowances on Publicly Owned Buildings: Depreciation or a use allowance on idle or excess facilities is NOT ALLOWABLE.

Professional Fees:

- All Grantee organizations that enter into a relationship with a third party to provide project-based professional services for the grant project, must do so pursuant to a formal subcontract between the Grantee organization and the third party.
- Grantees must comply with all applicable terms of the OCJP Grants Manual regarding OCJP pre-approval of subcontracts. Consultant rates of payment are to be reasonable and consistent with fees for similar services in the marketplace.
- All projects providing training instructors/speakers with state funds must submit a Notification of Speakers Agreement for each instructor/speaker 15 days prior to the training event. See Chapter IX. OCJP Grants Manual.

Publication of Documents and Electronic Media: Applicants are encouraged to make

the results and accomplishments of their activities available to the public. A recipient/subrecipient who publicizes project activities and results shall adhere to the terms and conditions of the award as well as the following: Responsibility for the direction of the project activity shall not be ascribed to OCJP. The publication shall include the following statement: "This project is funded under an agreement with the State of Tennessee." All materials publicizing or resulting from award activities shall contain an acknowledgement of State of Tennessee assistance. An acknowledgement of support shall be made through use of the above statement or comparable footnote. The OCJP Program Manager will verify the statement prior to printing or publication. A grantee/subrecipient or contractor is expected to publish or otherwise make widely available to the public, as requested by OCJP, the results of work conducted or produced under an award. All publication and distribution agreements with a publisher will include provisions giving the State of Tennessee a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for government purposes. Unless otherwise specified in the award, the grantee/recipient/subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material and other intellectual property rights developed or purchased as a result of award activities shall be subject to the State of Tennessee's royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for government purposes. The recipient/subrecipient shall submit a publication and distribution plan to OCJP before materials developed under an award are commercially published or distributed. The plan shall include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. Prior OCJP approval of this plan is required for publishing project activities and results when funds are used to pay for the publication.

Travel: Expenses and reimbursements for in-state and out-of-state travel must follow the most current comprehensive State of Tennessee Rules and Regulations State of Tennessee Travel Rules and Regulations. OCJP requires prior approval for attendance at any out of state conference, meeting, or training.

Equipment and Technology Purchases: Law Enforcement 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.

Failure to comply with these requirements will result in a questioned cost and agencies will be required to pay back all cost not compliant with this section and certification.

Additionally, agencies are strongly encouraged to utilize statewide contracts and cooperative agreements, to expedite the purchasing process. Equipment and technology purchases under this application will first identify products currently on state contract or local cooperative agreement as the first choice to allow for consistency across entities, enhanced data collection, and a uniform system of tracking violent criminals. The list of preferred law enforcement focused equipment for this project includes but is not limited to:

- Shot Spotter Technology
- Pole cameras
- Video Analysis Software

- Body Armor for agency personnel and K-9s
- Body-worn cameras
- P25 Radios
- Statewide Communications Systems (TACN)
- Equipment to support RapidDNA testing
- Equipment to support digital forensic investigations
- Equipment which is integral to an improved project if necessary and allocable to that project

Downtown Safety Improvement Strategy: Costs incurred as part of a comprehensive downtown safety improvement strategy intended to advance place-based safety efforts are eligible, including but not limited to:

- Lighting and Electrical to improve natural surveillance capabilities, such as a “HotSpot” Street-Lighting Upgrades
- Security Infrastructure/Fixed Surveillance Infrastructure.
- Physical Security Presence investments that expand physical security presence in downtown “hot-spot” areas
- Traffic-Calming / Protective Hardware and other Traffic Control Measures:
- Traffic & Pedestrian Infrastructure + Site Utilities
- Demolition of crime-contributing infrastructure, Blight Remediation, & Façade Improvement
- Architectural and Engineering costs associated with a Downtown Safety Improvement Strategy allowable use above;

Unallowable Costs

Please reference Chapter XV. Unallowable Costs of the OCJP Grants Manual for full explanations and restrictions regarding generic Unallowable Costs.

Generic Unallowable Costs:

- Construction and land acquisition unless otherwise permitted herein as part of the Downtown Safety Improvement Strategy:
- Compensation of federal or state employees, except off duty employees as approved by OCJP arising from approved grant related projects
- Bonuses or commissions,
- Military type equipment,
- Uniforms,
- Lobbying,
- Fundraising (including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions),
- Corporate formation,
- State and local taxes, except as approved by OCJP arising from approved grant related projects,
- Legal fees,
- Cost in applying for this grant,
- First class travel,
- Gift cards,

- Depreciation,
- Sole source contracts without prior written approval from OCJP
- Cost incurred outside the project period, and
- Late fees.

Please Note: This list is NOT ALL-INCLUSIVE. For further clarification, contact OCJP or refer to the OCJP Grants Manual.

Program Income: All funds received, including Program Income, shall be placed in an interest-bearing account upon receipt, and remain until such time as they are needed for the purposes set out in the contract between the State and Applicant. If any portion of the grant funds and Program Income is not expended during the original term of the grant contract, the unexpended portion plus any accrued interest may be required to be returned to the State. Program Income means gross income earned by Applicant that is generated by a grant-supported activity or earned as a result of the grant award during the period of performance and approved extension periods, including accrued interest.

OTHER FEDERAL AND STATE PROGRAM REQUIREMENTS

Statewide Contracts and Cooperative Agreements: All Grantees are strongly encouraged to utilize statewide contracts and cooperative agreements to expedite the purchasing process for all goods and services purchased with grant funds. Equipment and technology purchases under this application will first identify products currently on state contract or local cooperative agreement as the first choice to allow for consistency across entities, enhanced data collection, and a uniform system of tracking violent criminals.

Subject to Funds Availability: All funding is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, or for any other reason whatsoever the State reserves the right to terminate this solicitation. 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.

Tennessee Department of Revenue Registration: Pursuant to Tennessee Code Annotated (TCA) 12-3-306 all Grantees and grant sub-recipients must comply with applicable provisions of the Retailers' Sales Tax Act compiled in TCA 67-6- 101 et seq. All Grantees and grant sub-recipients are therefore required to either register a sales and use account with the Department of Revenue or seek an exemption from the same. Information on the process can be found at: Sales and Use Registration. Applications must include sales/use registration information or exemption letter. Applicants must demonstrate that requests for registration or exemption was initiated at least seven (7) business days prior to the application due date. (This does not apply to DTFs and State and Local Law Enforcement.)

High Risk Designation: All applicants must disclose whether they are designated "high risk" by a federal grant-making agency. If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to the OCJP. For purposes of this disclosure, high risk includes any status

under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The applicant's disclosure must include the following:

- The federal awarding agency that currently designates the recipient high risk,
- The date the recipient was designated high risk,
- The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Applicants will be required to submit a High-Risk Designation Certification if selected for funding.

All applicants must affirmatively confirm their agreement to comply with all local, state, and federal law applicable to their grant project.

For further program requirements please refer to the OCJP Grants Manual on the Office of Criminal Justice Programs website.

FINANCIAL REQUIREMENTS

OCJP grants are governed by the provisions of the Office of Management and Budget (OMB) Uniform Guidance applicable to financial assistance. The sub-recipient must follow OMB Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance). Additional information and guidance are contained in the fund source chapters of the OCJP Grants Manual available from the Office of Criminal Justice Programs upon award of grant funds or by referring to the OCJP Grants Manual. This policy manual provides information on allowed costs, methods of payment, audit requirements, accounting systems, and financial records. Specific requirements include:

Accounting Systems: A grant accounting system must be in place and financial records must accurately account for funds awarded to them. The system must have a financial management module in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. This includes ability to track grant funds separately from other funds. There should be a system in place that can accurately track employee's time charged to the grant. Accounting policies and procedures should be documented and in use, this includes payroll and purchasing policies that reflect good internal controls.

Cost Allocation Plan: If any part of the costs to be reimbursed are joint costs involving allocation to more than one program or activity, a cost allocation plan must be submitted and approved by the subrecipient's cognizant agency. The subrecipient's cognizant agency is the agency whose funds comprise the greatest percentage of grant funds received by the Subrecipient. Cost Allocation Plans must comply with the applicable accounting and financial standards, either Financial Accounting Standards Board ("FASB") standards or Governmental Accounting Standards Board ("GASB") standards. Methods used for allocating costs may differ between Subrecipients. It should be noted that grantors are not required to fully fund the costs that are charged to a particular program under an approved Cost Allocation Plan if such costs are not allowable under the contract with the Subrecipient or exceed the prescribed funding percentage or budgets.

The requirements for the development and submission of indirect cost proposals and cost allocation plans are set out in Appendices III – VI of 2 C.F.R. Part 200, for subrecipients that are a state department, city, county (and subdivision thereof) and state college, university, and technology center. These subrecipients should follow the guidelines applicable to its type of organization.

- 2 C.F.R. § 200, Appendix V for State/Local Government Central Service Cost Allocation Plans
- 2 C.F.R. § 200, Appendix VII for State/Local/Tribal Indirect Cost Proposals

For additional information regarding cost allocation plans, please refer to Chapter XVI – Cost Allocation of the OCJP grants manual.

Reporting Irregularities: The subrecipient is responsible for promptly notifying OCJP and the State of Tennessee Comptroller of any illegal acts or irregularities and or proposed actual actions. Please notify the State of Tennessee Comptroller Hotline at 1-800-232-5454 of any irregularities that occur. Illegal acts include: conflicts of interest, falsification of records or reports, misappropriation of funds or other assets, and/or fraud, waste or abuse. For additional information, please refer to the Tennessee Comptroller of the Treasury website

REPORTING REQUIREMENTS

The grantee must collect, maintain, and provide to OCJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OCJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

The data collected should support the information submitted on the reports and OCJP may periodically request to see the back-up data that supports the information submitted.

Any additional reports required will be determined by the scope of the project.

PROGRAMMATIC REPORTING

Reporting requirements will be determined based on your project design and the data that can be collected. Requirements will at a minimum include a quarterly and annual report and a final report at the conclusion of the grant. At minimum, reports shall include:

- The Grantee's name;
- The Grant Contract's Edison identification number, Term, and total amount;
- 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
- Other relevant details requested by the Grantor State Agency. 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.

Quarterly Report: A quarterly report is due to the state no later than 15 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 quarter;
- Which “allowable use” category each purchase is tied to;
- Backup documentation (receipt, proof of payment, etc) for every purchase listed.
- Program Income Report

Annual and Final Reports. The Grantee shall submit, within thirty (30) days of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration (“F&A”).

FISCAL REPORTING

Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in the grant contract agreement. Payment to the Grantee shall be a lump sum made in advance upon approval of the Grant Contract. See Program Income Above.

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.”).

Project Equipment Summary Report: A Project Equipment Summary Report is required to be completed on an annual basis if equipment or “Sensitive Minor Equipment” (see OCJP Grants Manual Chapter X-Property and Equipment for definition) is purchased with grant funds during the current fiscal year. It is due to OCJP no later than thirty (30) calendar days past the end of the State fiscal year, which is July 31st. For new projects, the Project Equipment Summary Report should list new or start-up equipment purchases. For multiyear projects, the Project Equipment Summary Report should specifically identify any purchases that have been made for equipment, either totally or in part with grant money, since the last fiscal year. Please see the Project Equipment Summary Report to fill it out online.

FISCAL AND PROGRAM MONITORING

The Office of Criminal Justice Programs program managers and fiscal monitors provide routine program and fiscal monitoring of all OCJP contracts. This monitoring provides program and fiscal contract compliance review, much needed information on how the program is actually being implemented and assists in identifying grantees experiencing problems requiring corrective action. If through monitoring a problem area is identified and corrective action is requested, OCJP grantees must adhere to the corrective action requirements identified in the OCJP Grants Manual Chapter XIX. D within the time period required.

APPLICATION EVALUATION

Review and Evaluation of Proposals: Each application will be rated, utilizing a “weighted” review tool, based on the applicant agency’s ability to provide a logical description of how their project theoretically works to benefit the target group. The project description must tie goals, objectives, activities, and outputs together in a logical fashion. Applications will be reviewed for financial and programmatic completeness by OCJP staff with expertise in grant requirements and program design. The applications will be rated, and funding will be determined through a competitive review process by a review team of professionals knowledgeable in applicable subject material. Grants will be awarded based on current funding patterns, the availability of funds, and the above cited criteria.

All applications will undergo a final review by OCJP Staff and applicants will be notified of approval or denial. If an application is approved, the contract between the state and the grantee will be emailed with the approval letter. The contract must be signed by the Authorized Official and returned to the Office of Criminal Justice Programs for approval by the Commissioner of Finance and Administration. After the Commissioner approves the contract, an executed original contract will be emailed to the grantee.

GRANT SOLICITATION UPDATES

The State at its sole discretion may update this Grant Solicitation, in writing, at any time prior to contract award. However, prior to any such update, the State will consider whether it would negatively impact the ability of potential Applicants to meet the response deadline and revise the Grant Solicitation Schedule of Events if deemed appropriate. If a Grant Solicitation update is issued, the State will convey it to potential Applicants who submitted a Notice of Intent to Apply (refer to Grant Solicitation Section 1.5). A response must address the final Grant Solicitation (including its attachments) as updated.