



Metropolitan Council

PROPOSED AMENDMENTS PACKET FOR THE COUNCIL MEETING OF TUESDAY, JULY 5, 2022

SUBSTITUTE ORDINANCE NO. BL2022-1140

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM20 to SP for properties located at 301 North 2nd Street and 651 and 660 Joseph Avenue, at the northeast corner of Dickerson Pike and Meridian Street (14.52 acres), and located in a Planned Unit Development Overlay District, to permit a mixed-use development with non-residential uses and a maximum of 1,150 multi-family residential units, all of which is described herein (Proposal No. 2021SP-083-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RM20 to SP for properties located at 301 North 2nd Street and 651 and 660 Joseph Avenue, at the northeast corner of Dickerson Pike and Meridian Street (14.52 acres), and located in a Planned Unit Development Overlay District, to permit a mixed-use development with non-residential uses and a maximum of 1,150 multi-family residential units, being Property Parcel No. 208 as designated on Map 082-07 and Property Parcel No. 009 and 040 on Map 082-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 082 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses of MUL-A and a maximum of 1,150 multi-family residential units. Short Term Rental Property (STRP) owner-occupied and not owner-occupied shall be prohibited.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
2. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
3. Option 2 (Build Realignment of Dickerson Pike) is the preferred option. If the realignment is not approved by TDOT, adjustments may be necessary to the site plan, including but not limited to building placement and streetscape details.

4. If the development is proposed to be phased, include a full phasing plan with the 1st final site plan.
5. Pedestrian entries and street-level interaction shall be demonstrated with the final site plan architectural elevations, regardless of the final alignment determination.
6. Final street cross sections and alignment details of Dickerson Pike, 1st Avenue North, Berry Street, Meridian Street, or realignment scenario, are subject to change and shall be determined with the final site plan.
7. If Dickerson Pike is realigned under Option 2, setbacks on the upper stories may be necessary along the street frontage. Applicant shall work with staff during final SP review to incorporate as needed.
8. All structured parking shall be wrapped with habitable space, consistent with the residential liner areas specified on the preliminary SP and include active uses. Active uses are those programmed spaces that generate pedestrian street activity and interaction. Hallways, storage rooms, fitness centers, and other ancillary spaces shall not qualify as an active use.
9. The residential liner building for Site C shall be included in the same phase as the Site C parking garage. The rear portion of the parking garage façade that is not wrapped with habitable space shall include parking garage treatments per the SP parking screening details.
10. Facades for parking garages shall be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The façade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding built context. Openings for natural ventilation are permissible when integrated into the façade design.
11. On the corrected copy, update the location of the Site C residential liner building as needed to be consistent with the proposed rear setback.
12. On the corrected copy, update the Maximum Overall Height language: Maximum overall height shall comply with the massing diagrams provided in the preliminary SP. Height shall be measured per the Metro Zoning Ordinance.
13. On the corrected copy, update all language related to the timing of improvements to Dickerson and intersection details with the NDOT conditions.
14. No direct vehicular access to the parking garages or surface parking areas shall be provided directly from Dickerson Pike or Meridian Street.
15. On the final site plan, landscaping and TDU Requirements shall be provided per the Metro Zoning Ordinance.
16. All private drives, access, and open spaces shall include public access easements, which shall be included on the final site plan. Prior to final site plan approval, provide easement documentation.
17. Comply with all conditions and requirements of Metro reviewing agencies.
18. With the submittal of the final site plan, provide architectural elevations complying with all architectural standards outlined on the preliminary SP for review and approval.
19. The final site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.
20. The final site plan shall label all internal driveways as “Private Driveways”. A note shall be added to the final site plan that the driveways shall be maintained by the Property Owners’ Association.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUL-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Sean Parker
Member of Council



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PURPOSE NOTE:

The purpose of this SP is to re-zone approximately 14.52 acres to provide for a mixed-use residential development in accordance with the Metro Nashville Planning Department Dickerson South Corridor Study finalized February 27, 2020 to provide a maximum of 1150 multi-family residential units, green space, and enhanced street connectivity. Non-residential uses are limited to uses permitted by MUG-A, with the exception of Short Term Rental Property owner occupied and Short Term Rental Property non owner occupied, which shall be prohibited from the SP This SP would also abandon the existing PUD.



Dickerson & Meridian Specific Plan

Submission Date: 06 October 2021

Revision Date: 24 January 2022

Case No. 2021SP-083-001





Specific Plan Overview

Located at the entrance to the McFerrin Park neighborhood and bounded by Dickerson Pike to the West and Meridian to the South, the Meridian mixed-use project will be a defining gateway and threshold into the community and the Dickerson Pike Multi-modal corridor.

The ~14.52 acre site is currently zoned Res-E PUD, RM20, OV-RES, and OV-UZO. The standards and regulations of MUG-A, including the slight modifications made by this SP, implements the guidance of the Community Character Manual and the Dickerson South Corridor Supplemental Policy.

As per the Dickerson South Corridor Policy, height is concentrated towards the Dickerson Corridor, with a punctuation at the corner of Dickerson and Meridian to create a Gateway moment. Massing steps down in height in various locations to respond to the neighborhood scale and maintain View Corridors. In addition, the development reestablishes elements of the original city grid in the building forms and open space. With connectivity as a central tenet, the project encourages and accommodates an improved streetscape and adds new connectivity.

The proposed project will consist of up to 1150 Residential Units. Retail components are envisioned for portions of the street level to enhance activation and serve as a neighborhood amenity. Greenspace is also provided within the development.

Dickerson Pike is positioned to serve as an important Multi-modal Corridor for Nashville. This project is designed to accommodate various TDOT and NDOT plans for the Dickerson Corridor. Thus, two plans are shown in this SP, one which works with current roadway configurations, and another that shows potential future roadway alignments. Along with the SP a new TIS has been completed, following NDOT recommendations.

The project has been Master Planned to allow for phasing if necessary.

We will engage a process with the surrounding neighborhood and District 5 Council Member to identify and install appropriate traffic calming measures in the area bounded by Cleveland Street, Dickerson Pike, Ellington Parkway, and Spring Street. The cost to the applicant to install the traffic calming measures shall not exceed \$100,000 to NDOT-approved traffic calming measures and \$40,000 for MPNA-approved community improvements. The traffic calming measures shall be identified and reviewed by Public Works prior to the building permit process. Public Works may alter the final design of the traffic calming measures.



Zoning Analysis

Acreage	651 Joseph Ave	1.81 acres (75,990 SF)
	660 Joseph Ave	9.03 acres (383,850 SF)
	301 2nd St	3.68 acres (154,451 SF)
	14.52 acres (614,291 SF)	
Council District	05: Sean Parker	
Proposed Zoning Uses	SP to permit a mixed-use development with a maximum of 1,150 multi-family residential units and uses permitted by the MUG-A zoning district. STRP owner occupied and not owner occupied shall be prohibited.	
Max FAR	3.0 as per MUG-A The floor area used for the provision of off-street parking spaces or loading berths (and the driveways and maneuvering aisles for those spaces and berths) shall not be counted as floor area for the purpose of calculating floor area ratio.	
Max ISR	1.0	
Residential Unit Count	1150 units maximum	
Build-to Zone	0-15 feet Buildings may be allowed to locate beyond the 15' build-to line with planning staff approval at final site plan. Consideration will be based on site location, context, and design. Appropriate reasons could include, but not be limited to, publicly accessible open space, utility locations, and pedestrian oriented designs. Considerations for buildings beyond the 15' BTZ will not include drop off zones or drive aisles.	
Max Overall Height	See massing diagrams	
Step-back	Required at Select Locations - See Plan Diagram	
Min Rear Setback	none required	
Min Side Setback	none required	
Parking	As per Zoning Requirements	
Allowed Uses	as per MUG-A	
Uses Standard	Short Term Rental Property (STRP) owner occupied and Short Term Rental Property (STRP) not owner occupied shall be prohibited	

Site Conditions

- 212 Existing Units
- Parking Requirements for Multifamily Residential in the UZO:
- Studio & 1 bed : 1 per unit
 - 2 bed + : 1.5 per unit

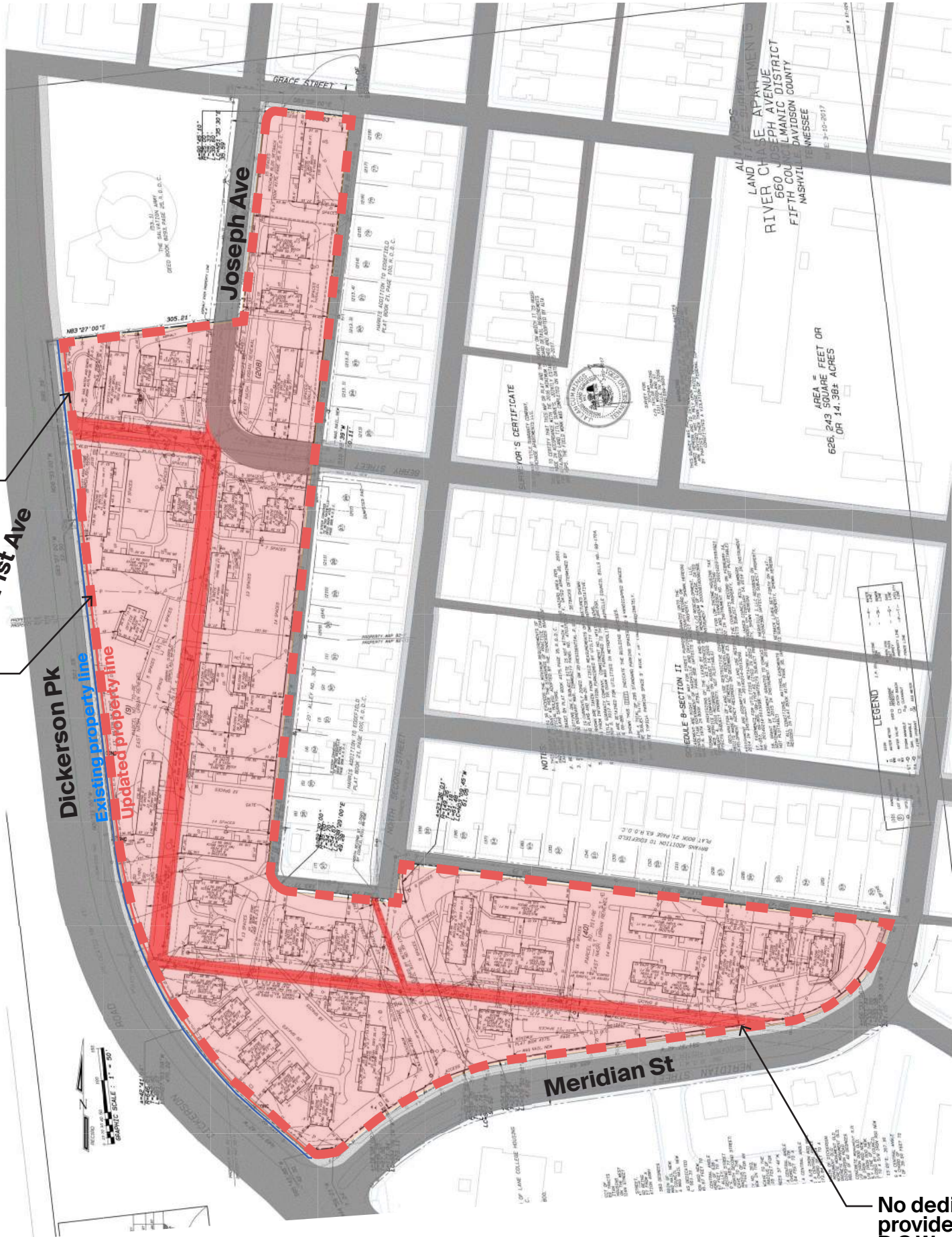
Utilities easements in red

MSCP street plan greyed in map
- additional inset required on Dickerson Pk

- ROW
- Vehicular Area

+/- 8.5' additional R.O.W. dedication to allow for 55.5' from Dickerson Pike Centerline
(at N 1st Ave intersection where IM overlay beings)

+/- 6.5' additional R.O.W. dedication to allow for 52.5' from Dickerson Pike Street Centerline



MCSP Requirements

Meridian Street:
Designated as an Urban Residential Collector Avenue (T4-R-CA2), Meridian Street serves to connect the McFerrin neighborhood to Dickerson Pike. It has a MCSP current standard right-of-way of 51' but per the Dickerson South Corridor Plan, is expected to have a future right-of-way of 68'. This project would not be responsible for providing any additional setback from street centerline as the surveyed street width is 80'.

The Dickerson South Corridor study includes preferred cross sections for collector streets that serve Dickerson. A 68' ROW width is envisioned which includes two travel lanes, a turning lane or median, a 4' bike zone, a 4' planting area, and a 10' sidewalk.

Dickerson Pike/Highway 11 (Spring to North 1st):
Designated as an Urban Residential Arterial Boulevard (T4-R-AB4), this section of Highway 11/Dickerson Pike serves primarily to connect the urban, mixed-use Spring St (which turns into Jefferson St, multimodal street bridging over to Downtown) to the multi-modal corridor of Dickerson Pike. The Intermodal corridor overlay that's planned for Dickerson Pike begins at the northwest corner of the site where Highway 11 converges with 1st N St. *

With a 105' ROW width, this section of Dickerson Pike is envisioned to serve to connect the street to the Multimodal street at the northwest corner of the site, which includes an 6' bike zone, an 8' planting area, and a 6' sidewalk. This project would be responsible for providing 52.5' from street centerline.

***Dickerson Pike:**
Designated as an Urban Residential Arterial Boulevard and Immediate Need Multimodal Corridor (T4-R-AB4-IM), this section of Dickerson Pike is planned to accomodate high-capacity transit beginning at the convergence with N 1st St and continuing northbound.

The planned 111' total R.O.W. includes an 8' bike zone, an 8' planting area, and a 6' sidewalk. This project would be responsible for providing 55.5' from street centerline.

As an Immediate Need Multimodal Corridor, Dickerson is anticipated to have more frequent transit service in the future such as BRT lite. As a result, zoning has waved all parking requirements for Multimodal corridors.

****Note: Final cross section and alignment details subject to change and will be determined with final site plan review. ****

No dedication required to provide for 51'-68' total R.O.W. on Meridian Street

CIVIL - SITE PLAN
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE

PLANNING NOTES:

1. MINOR MODIFICATIONS TO THE PRELIMINARY SP PLAN MAY BE APPROVED BY THE PLANNING COMMISSION OR SITE DESIGN AND ACTUAL SITE CONDITIONS. ALL MODIFICATIONS SHALL BE CONSISTENT WITH THE PRINCIPLES AND FURTHER THE OBJECTIVES OF THE APPROVED PLAN. MODIFICATIONS SHALL NOT BE PERMITTED EXCEPT THROUGH AN ORDINANCE APPROVED BY METRO COUNCIL THAT INCREASED THE PERMITTED DENSITY OR FLOOR AREA, ADD USES NOT OTHERWISE PERMITTED, ELIMINATE SPECIFIC CONDITIONS OR REQUIREMENTS CONTAINED IN THE PLAN AS ADOPTED THROUGH THIS ENACTING ORDINANCE, OR ADD VEHICULAR ACCESS POINTS NOT CURRENTLY PRESENT APPROVED.

2. THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

3. IF A DEVELOPMENT STANDARD, NOT INCLUDING PERMITTED USES, IS ABSENT FROM THE SP PLAN AND/OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS AND REQUIREMENTS OF MUGA ZONING DISTRICT AS THE DATE OF THE APPLICABLE REQUEST OR APPLICATION.

4. BUILDING FACADES FRONTING A STREET SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.

STORMWATER NOTES:

78-840 NOTE: ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH THE STORM WATER MANAGEMENT ORDINANCE NO. 28 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.

PRELIMINARY PLAN NOTE: THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF THE FINAL APPLICATION.

METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES IN THE SITE.

SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT IN METRO R.O.W. IS 15" CMP.)

STORMWATER QUALITY CONCEPT WILL BE A COMBINATION OF LID (BIORETENTION & PAVERS) AND/OR WATER QUALITY VAULT IF APPROVED BY VARIANCE.

FIRE MARSHAL NOTES:

New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H.

To see Table H go to:
(<http://www.nashfire.org/prev/tableH51.htm>)

Project Engineer needs to meet with the Fire Marshals office concerning this project.

No part of any building shall be more than 500 ft from a fire hydrant via hard surface road. Metro Ordinance 005-1541 Sec. 1269.02B.

All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.6 feet.

All dead-end roads over 150 ft in length require a 100 ft diameter turnaround, this includes temporary turnarounds.

Temporary T-type turnarounds that last no more than one year shall be approved by the Fire Marshal's Office.

If more than three stories about grade, Class 1 standpipe system shall be installed.

If more than one story below grade, Class 1 standpipe system shall be installed.

When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.

A fire hydrant shall be provided within a 100 ft of the fire department connection.

Fire hydrants shall be in-service before any combustible material is brought on site.

NES NOTES:

1. Developer's drawing does not show any existing utility poles or easements on the properties.

2. Developer to provide a civil duct and gear (pad/switch) locations for NES review and approval. This shall cover the entire project area.

3. NES can meet with developer/engineer upon request to determine electrical service options. If a central metering room is required, NES Meter Department approval of planned location and access method.

4. NES needs any drawings that will cover any road improvements to Metro <0= that Public Works will require to evaluate possible relocations Of existing or proposed electrical facilities for this project.

5. Developer shall work with Metro PW on street lighting. This is urban services area and must be lit to Metro's minimum requirements.

6. NES follows the National Fire Protection Association rules; Refer to NFPA 70 article 450-27; and NESC Section 15-152.A.2 for complete rules (see NES Construction Guidelines) under "Builders and Contractors" tab @ www.nespower.com

7. NES needs to know if the developer has other options on additional property next to this area, if so NES needs an overall concept plan.

TO APPLY FOR SERVICE:

Developer to provide construction drawings and a digital .dwg file @ state plane coordinates (TN83F) that contains the civil site information (Engineer shall provide approved plans by Metro Planning w/ any changes from other departments)

- Developer to provide a proposed easement drawing for the electric, phone and CATV.

- All street lighting shall meet Metro's requirements and be installed by developer.

Go to www.nespower.com click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Apply for Residential Substation" fill out the form. Then follow the direction for sending the digital drawing and the forms.

FEMA NOTE:

THIS PROPERTY DOES NOT LIE WITHIN FLOOD HAZARD AREAS AND IS DETERMINED TO BE IN ZONE "X" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL MAP NUMBERS: 47037C0242H, DATED: APRIL 05, 2017

PUBLIC WORKS NOTE:

1. THE FINAL SITE PLAN / BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. WHERE FEASIBLE, VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

2. PARKING RATIOS SHALL BE PROVIDED AT OR ABOVE THE METRO ZONING CODE UZO PARKING STANDARDS.

3. ANY REQUIRED RIGHT-OF-WAY WITHIN THE PROJECT SITE THAT IS IDENTIFIED AS NECESSARY TO MEET THE ADOPTED ROADWAY PLANS SHALL BE DEDICATED.

4. THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS, IN EFFECT ST THE TIME OF THE APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN, OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE.

5. THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP. THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.

6. ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS. ALL STREETS AND ALLEYS TO BE PER METRO PUBLIC WORKS STANDARDS

7. ALL SIDEWALKS ON THE PROPERTY FRONTAGE ARE TO BE ADA COMPLIANT PRIOR TO U/O PERMIT.

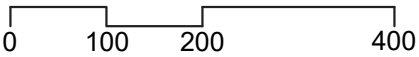
METRO WATER SERVICES NOTE:

1. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO.78-846, AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.

2. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.

LANDSCAPE NOTE:

THIS DEVELOPMENT SHALL MEET THE REQUIREMENTS OF SECTION 17.24 OF THE METRO ZONING ORDINANCE, LANDSCAPE, BUFFERING AND TREE REPLACEMENT.



CIVIL - SITE PLAN
OPTION 2 - ALTERNATIVE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE



PLANNING NOTES:

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SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. MINIMUM DRIVEWAY CULVERT IN METRO R.O.W. IS 15" CMP. STORMWATER QUALITY CONCEPT WILL BE A COMBINATION OF LID (BIORETENTION & PAVERS) AND/OR WATER QUALITY VAULT IF APPROVED BY VARIANCE.

FIRE MARSHAL NOTES:

New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H.

To see Table H go to:
(<http://www.nashfire.org/previewer451.htm>)

Project Engineer needs to meet with the Fire Marshals office concerning this project.

No part of any building shall be more than 500 ft from a fire hydrant via hard surface road. Metro Ordinance 095-1541 Sec. 1269.02B.

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All dead-end roads over 150 ft in length require a 100 ft diameter turnaround, this includes temporary turnarounds.

Temporary T-type turnarounds that last no more than one year shall be approved by the Fire Marshal's Office.

If more than three stories about grade, Class 1 standpipe system shall be installed.

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5. Developer shall work with Metro PW on street lighting. This is urban services area and must be lit to Metro's minimum requirements.

6. NES follows the National Fire Protection Association rules; Refer to NFPA 70 article 450-27; and NESC Section 15-152 A.2 for complete rules (see NES Construction Guidelines) under "Builders and Contractors" tab @ www.nespower.com

7. NES needs to know if the developer has other options on additional property next to this area, if so NES needs an overall concept plan.

TO APPLY FOR SERVICE:

Developer to provide construction drawings and a digital .dwg file @ state plane coordinates (TN83F) that contains the civil site information (Engineer shall provide approved plans by Metro Planning w/ any changes from other departments)

- Developer to provide a proposed easement drawing for the electric, phone and CATV.

- All street lighting shall meet Metro's requirements and be installed by developer.

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PUBLIC WORKS NOTE:

1. THE FINAL SITE PLAN / BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. WHERE FEASIBLE, VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

2. PARKING RATIOS SHALL BE PROVIDED AT OR ABOVE THE METRO ZONING CODE UZO PARKING STANDARDS.

3. ANY REQUIRED RIGHT-OF-WAY WITHIN THE PROJECT SITE THAT IS IDENTIFIED AS NECESSARY TO MEET THE ADOPTED ROADWAY PLANS SHALL BE DEDICATED.

4. THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS. IN EFFECT ST THE TIME OF THE APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN, OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE.

5. THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP. THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.

6. ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS. ALL STREETS AND ALLEYS TO BE PER METRO PUBLIC WORKS STANDARDS.

7. ALL SIDEWALKS ON THE PROPERTY FRONTAGE ARE TO BE ADA COMPLIANT PRIOR TO U/O PERMIT.

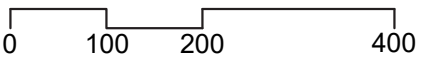
METRO WATER SERVICES NOTE:

1. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-846, AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.

2. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.

LANDSCAPE NOTE:

THIS DEVELOPMENT SHALL MEET THE REQUIREMENTS OF SECTION 17.24 OF THE METRO ZONING ORDINANCE, LANDSCAPE, BUFFERING AND TREE REPLACEMENT.



CIVIL - UTILITY PLAN
OPTION 1
 NO-BUILD ALIGNMENT OF DICKERSON PIKE



LEGEND:

- PROPOSED WATER
- EXISTING WATER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER



CIVIL - UTILITY PLAN
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



LEGEND:

- PROPOSED WATER
- EXISTING WATER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER



CIVIL - GRADING DRAINAGE PLAN
OPTION 1
 NO-BUILD ALIGNMENT OF DICKERSON PIKE



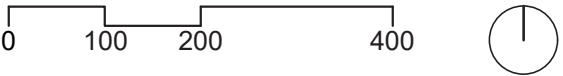
LEGEND:

PROPOSED DRAINAGE

EXISTING DRAINAGE

PREVIOUS PAVERS

BIORETENTION AREA



CIVIL - GRADING DRAINAGE PLAN
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



LEGEND:

—

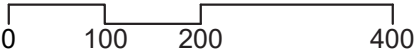
PROPOSED DRAINAGE

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EXISTING DRAINAGE

PREVIOUS PAVERS

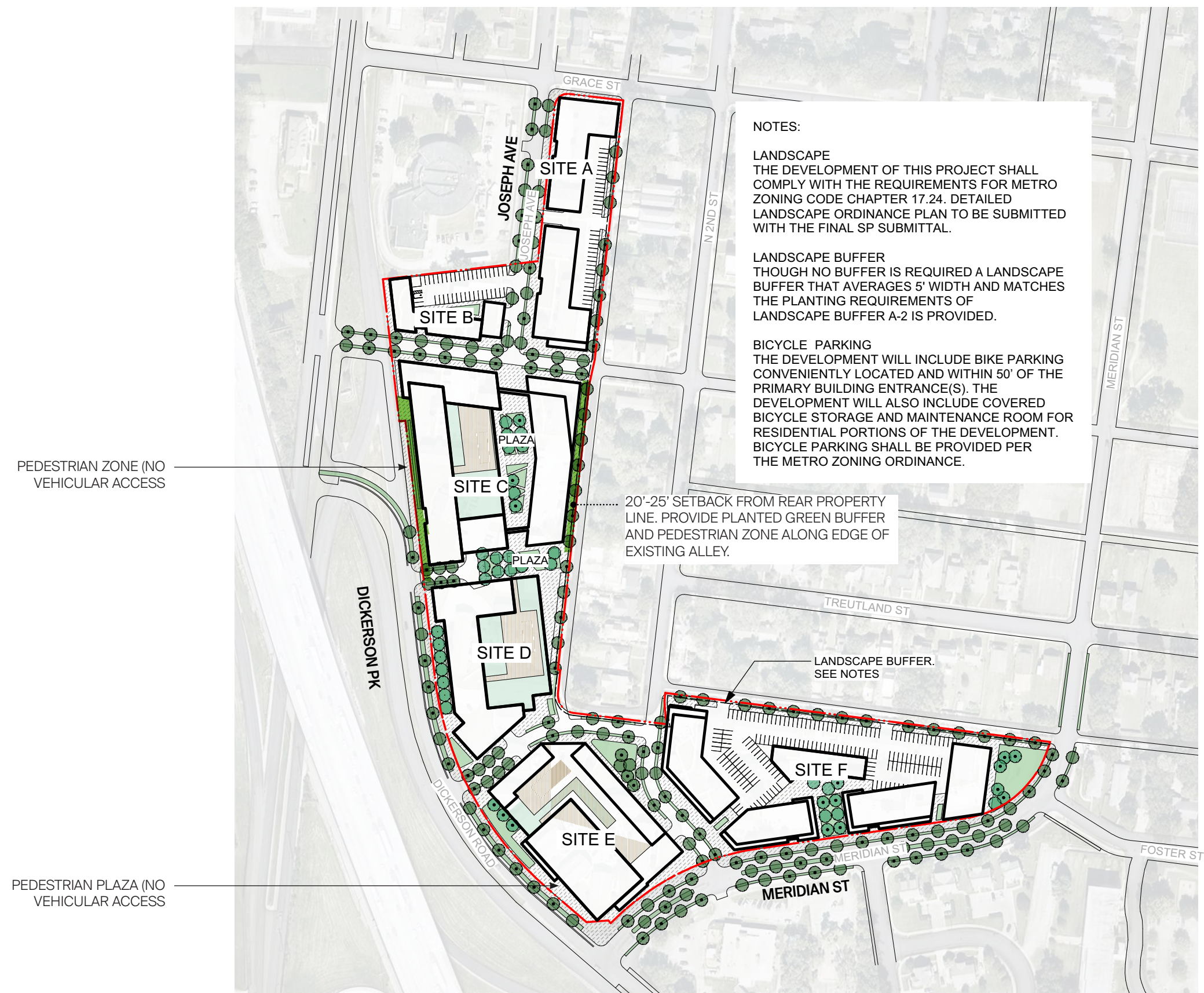
BIORETENTION AREA



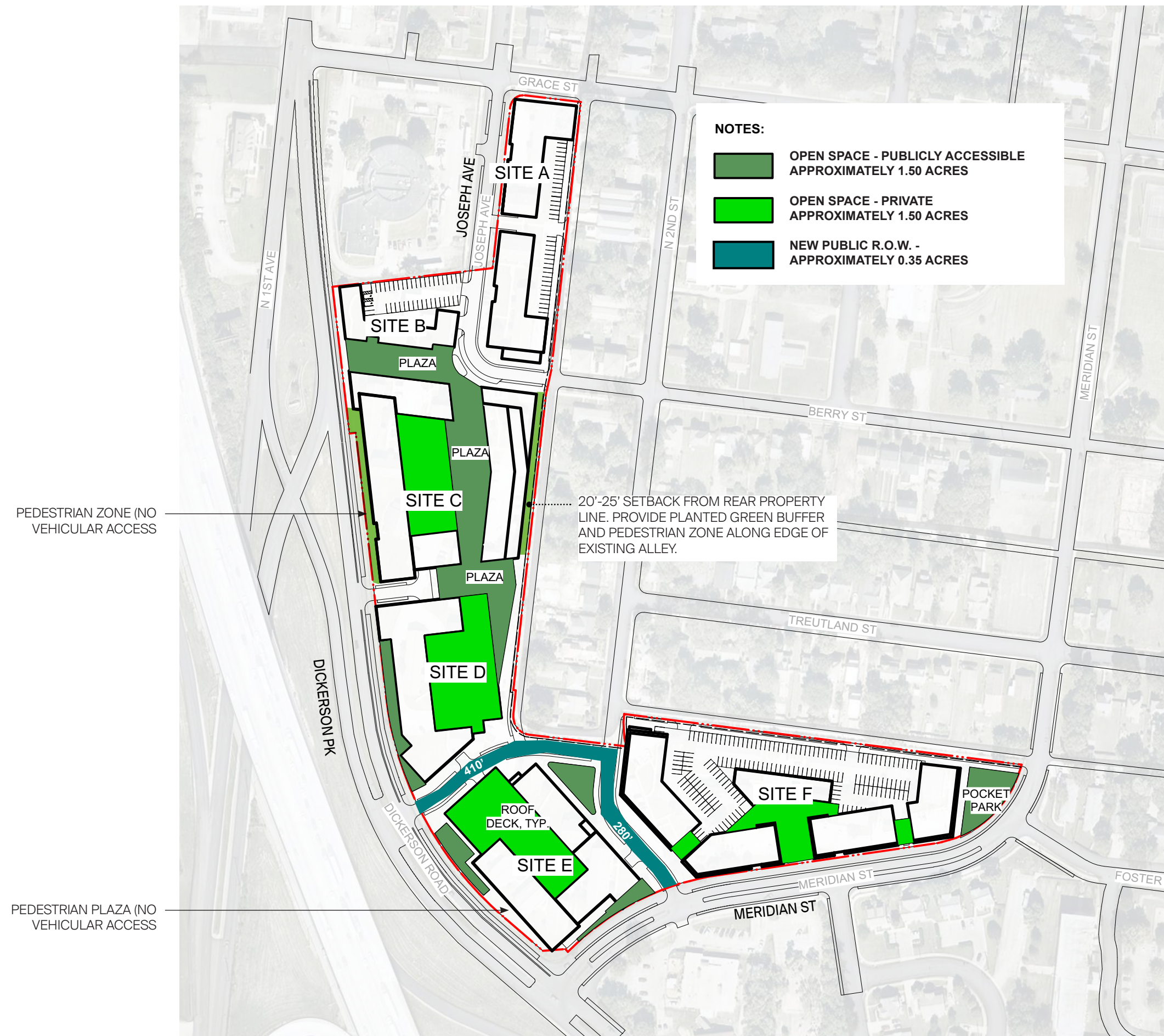
LANDSCAPE PLAN
OPTION 1
 NO-BUILD ALIGNMENT OF DICKERSON PIKE



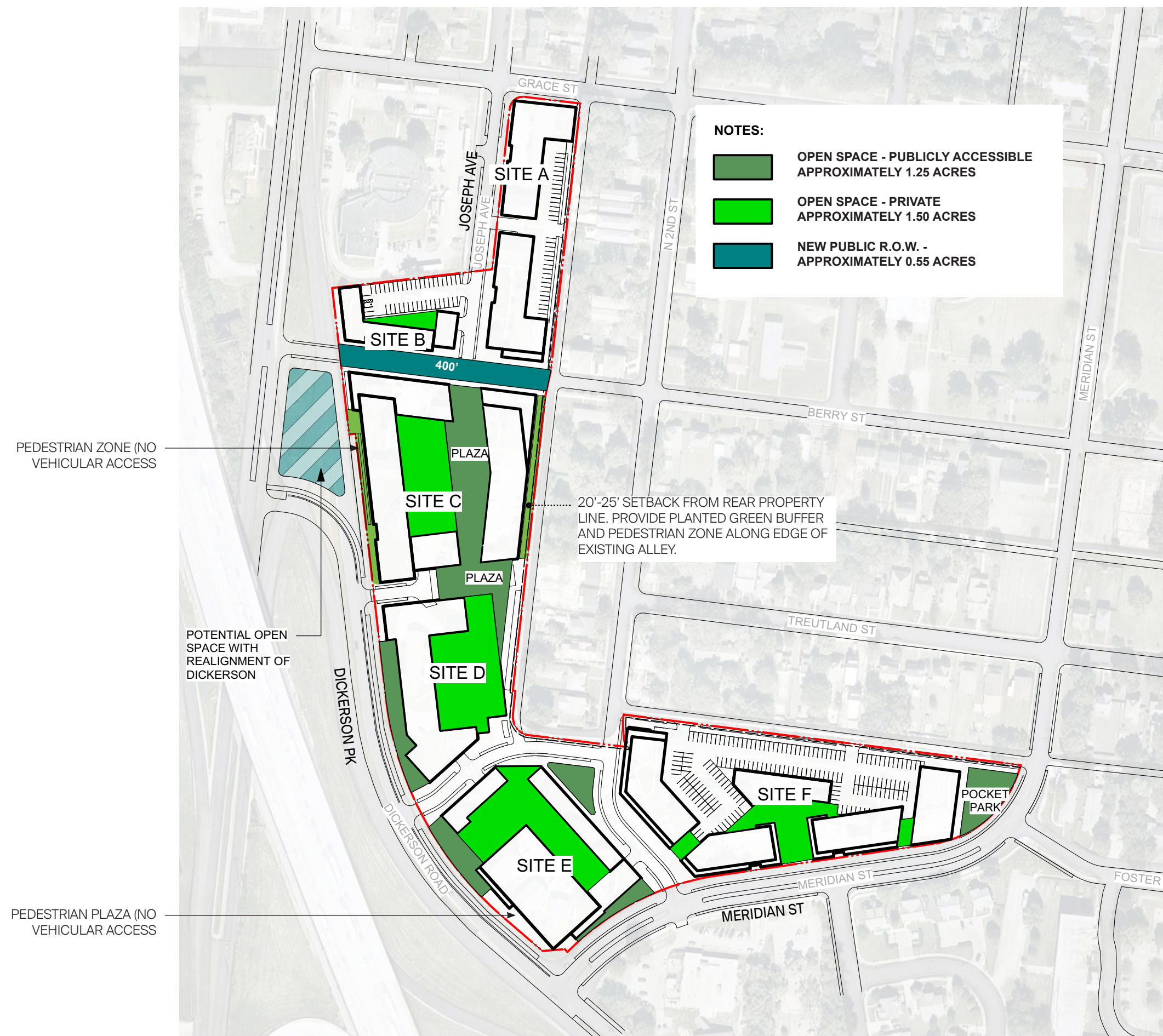
LANDSCAPE PLAN
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



OPEN SPACE DIAGRAM
OPTION 1
 NO-BUILD ALIGNMENT OF DICKERSON PIKE



OPEN SPACE DIAGRAM
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



OPTION 1 NO-BUILD ALIGNMENT OF DICKERSON PIKE

Plan Notes:

Building façades fronting a street or open space shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.

Windows shall be vertically oriented at a ratio of 1.5:1 or greater, except for dormers.

Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, metal panel or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.

Porches at grade shall provide a minimum of six feet of depth.

A raised foundation of 18"- 36" is required for all residential structures.

- Structured Garage**
**No rooftop parking
- Residential Liner**

SITE A
Resi with Surface Parking

SITE B
Resi with Surface Parking

SITE C
Resi with Structured Parking
85' Max to roof

SITE D
Resi with Structured Parking

SITE E
Resi with Structured Parking

SITE F
Resi with Surface Parking



NUMBERS ON MASSING DIAGRAM
INDICATE MAXIMUM NUMBER OF
STORIES AND MAX HEIGHT TO ROOF



GROUND FLOOR ACCESS
OPTION 1
 NO-BUILD ALIGNMENT OF DICKERSON PIKE



- Residential Building / Liner
- Structured Garage
- Unlined Garage Facade
- Parking Access Points

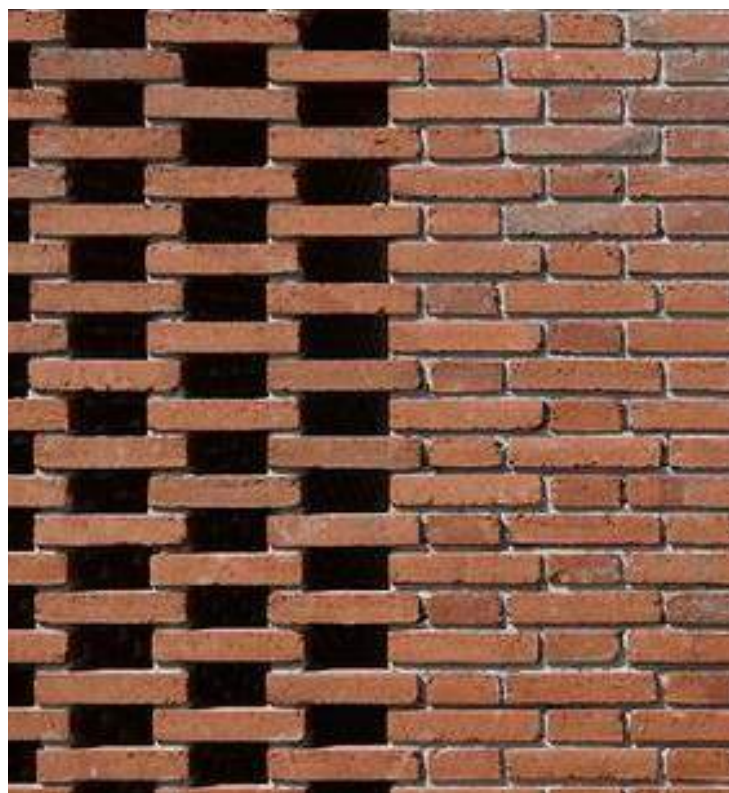
Plan Notes:

Refer to Landscape drawings for locations of plazas, courtyards, hardscaping and planting.

No Garage or parking access points opening directly onto Dickerson or Meridan.

No unlined structured parking is visible from McFerrin Park neighborhood. There is no rooftop parking.

Facades for parking garages will be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The facade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding context. Openings for natural ventilation are permissible when integrated into the facade design.



GREEN WALL

BRICK BREEZEWALL

PERFORATED METAL SCREEN

SCULPTURAL/PATTERNED SCREEN WALL

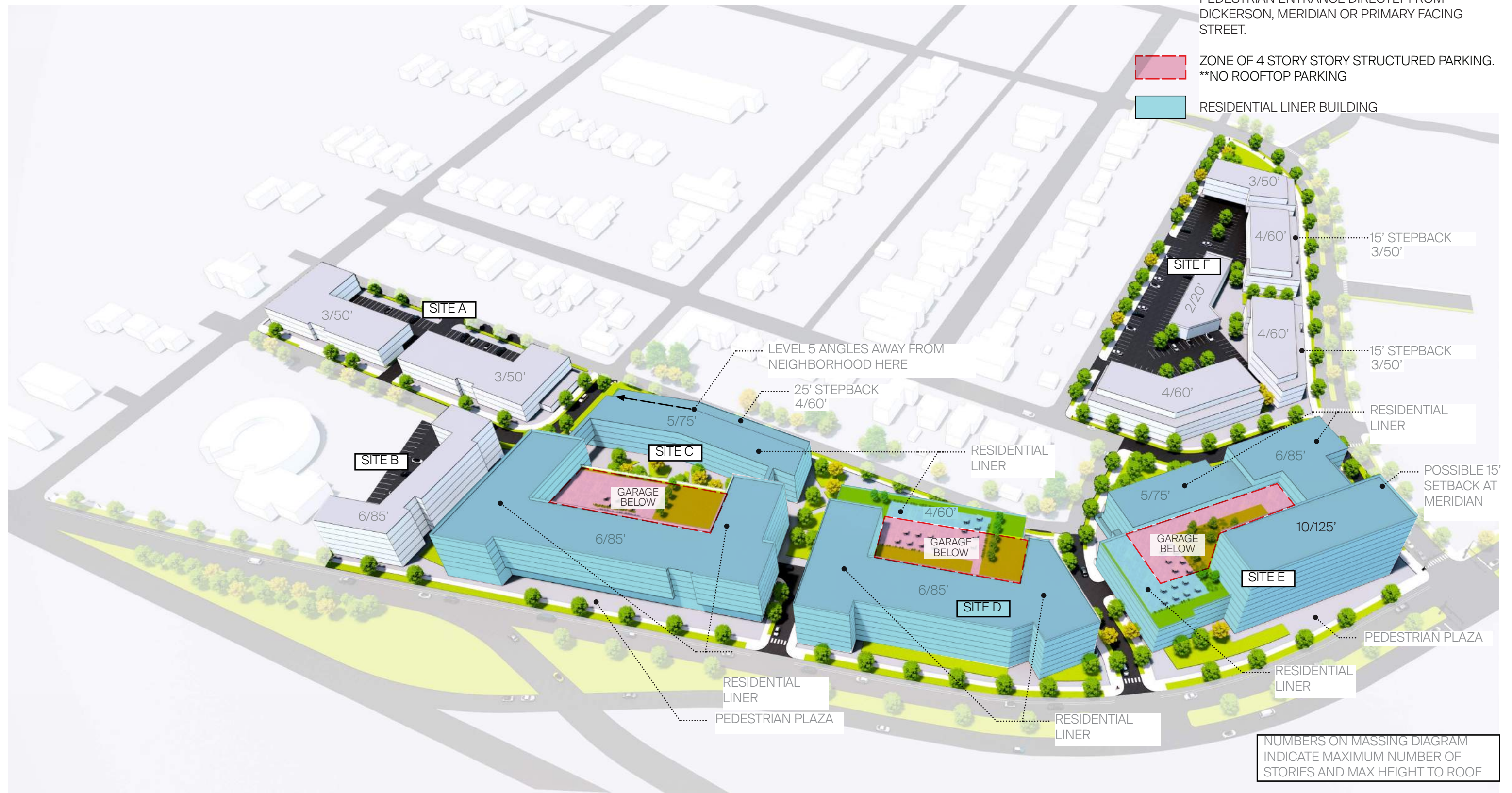
OPTION 1

NO-BUILD ALIGNMENT OF DICKERSON PIKE

NOTE:
EACH SITE WILL HAVE A LEAST ONE PRIMARY
PEDESTRIAN ENTRANCE DIRECTLY FROM
DICKERSON, MERIDIAN OR PRIMARY FACING
STREET.

 ZONE OF 4 STORY STORY STRUCTURED PARKING.
**NO ROOFTOP PARKING

RESIDENTIAL LINER BUILDING



OPTION 2 - ALTERNATIVE LAYOUT

BUILD REALIGNMENT OF DICKERSON PIKE

Plan Notes:

Building façades fronting a street or open space shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.

Windows shall be vertically oriented at a ratio of 1.5:1 or greater, except for dormers.

Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, metal panel or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.

Porches at grade shall provide a minimum of six feet of depth.

A raised foundation of 18"- 36" is required for all residential structures.

- ▬ **Structured Garage**
**No rooftop parking
- ▬ **Residential Liner**

SITE A
Resi with Surface Parking

SITE B
Resi with Surface Parking

SITE C
Resi with Structured Parking

SITE D
Resi with Structured Parking

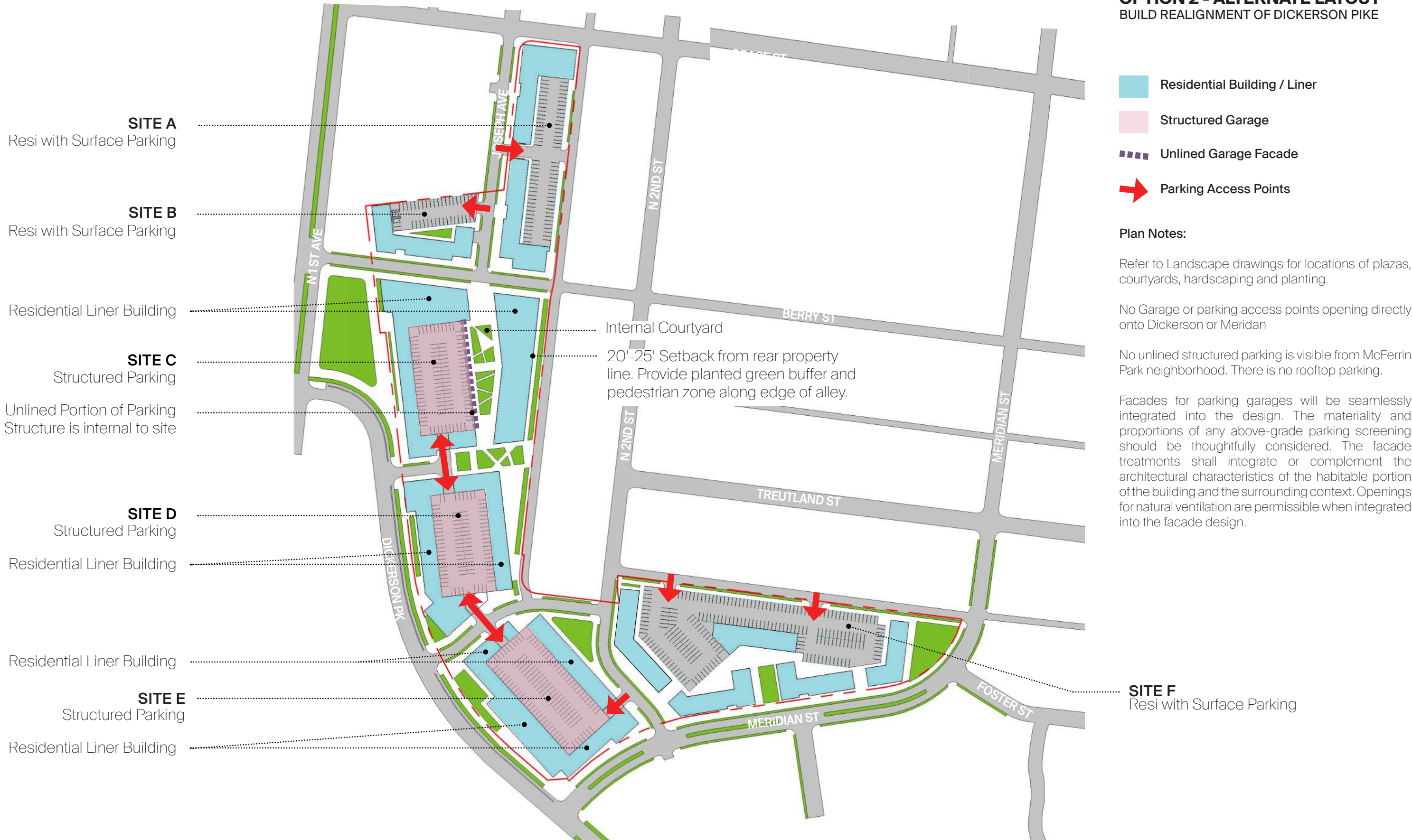
SITE E
Resi with Structured Parking

SITE F
Resi with Surface Parking



NUMBERS ON MASSING DIAGRAM
INDICATE MAXIMUM NUMBER OF
STORIES AND MAX HEIGHT TO ROOF

GROUND FLOOR ACCESS
OPTION 2 - ALTERNATE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



OPTION 2 - ALTERNATIVE LAYOUT

BUILD REALIGNMENT OF DICKERSON PIKE

NOTE:
EACH SITE WILL HAVE A LEAST ONE PRIMARY
PEDESTRIAN ENTRANCE DIRECTLY FROM
DICKERSON, MERIDIAN OR PRIMARY FACING
STREET.

 ZONE OF 4 STORY STORY STRUCTURED PARKING.
**NO ROOFTOP PARKING

RESIDENTIAL LINER BUILDING

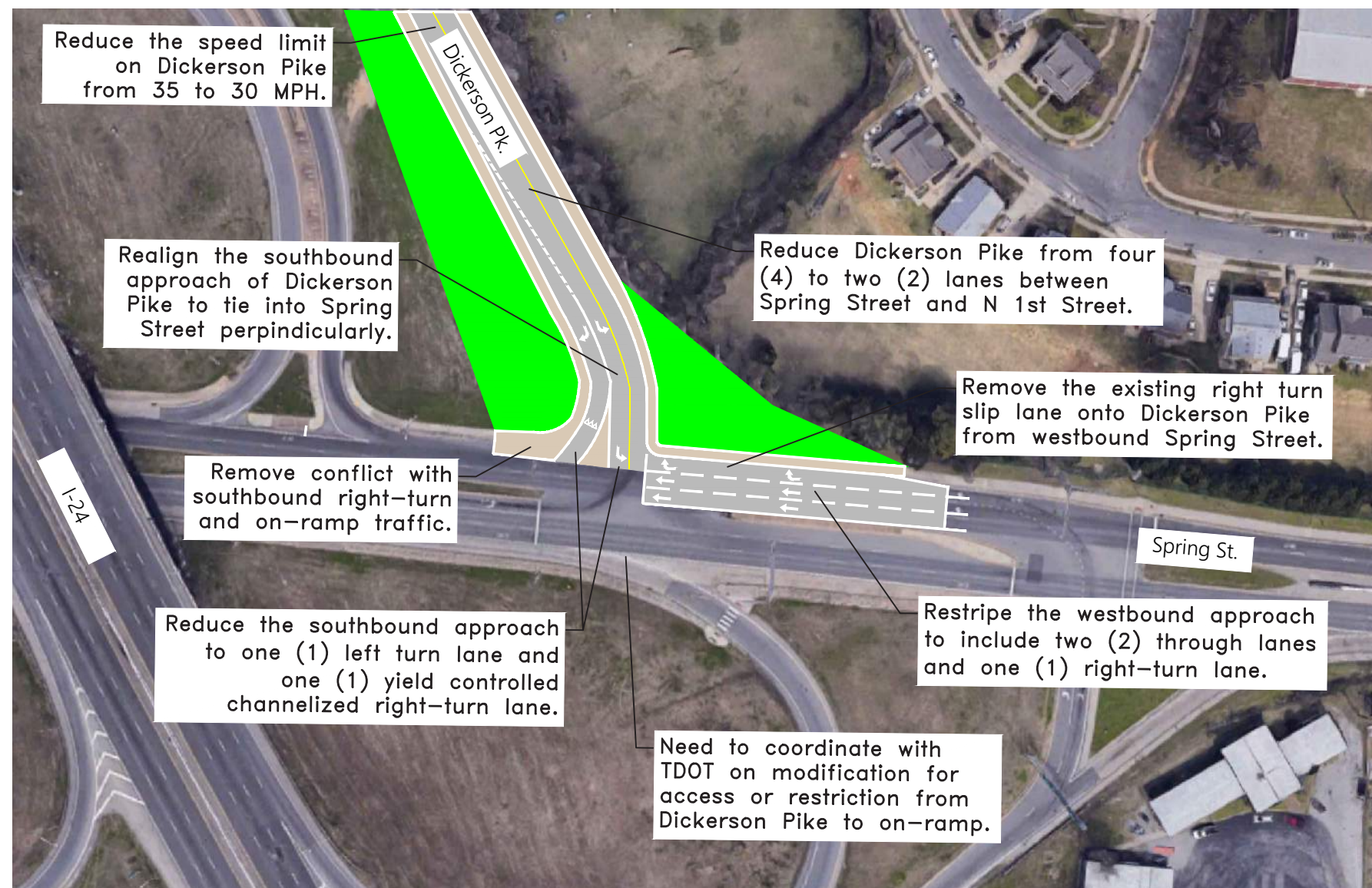


NUMBERS ON MASSING DIAGRAM
INDICATE MAXIMUM NUMBER OF
STORIES AND MAX HEIGHT TO ROOF

INTERSECTION DETAIL SPRING STREET & DICKERSON PIKE

CREA Meridian - Traffic Impact Study

January 2022



Proposed Southern Roadway Realignment
(Not to Scale)

Figure 2.

NOTE:

Development shall work with NDOT and TDOT to reconstruct the intersection of Spring Street at Dickerson Pike per the concept included within the Preliminary SP packet. Development will continue to coordinate design, providing further analysis of conditions and details to arrive at final design with NDOT. Final design details are to be submitted with Final SP approval for any construction Phase directly abutting Dickerson Pike. Intersection improvements are to be substantially complete prior to the issuance of the Use and Occupancy permit for any phase directly abutting Dickerson Pike.

INTERSECTION DETAIL DICKERSON PIKE & N 1ST ST. BUILD REALIGNMENT OF DICKERSON PIKE

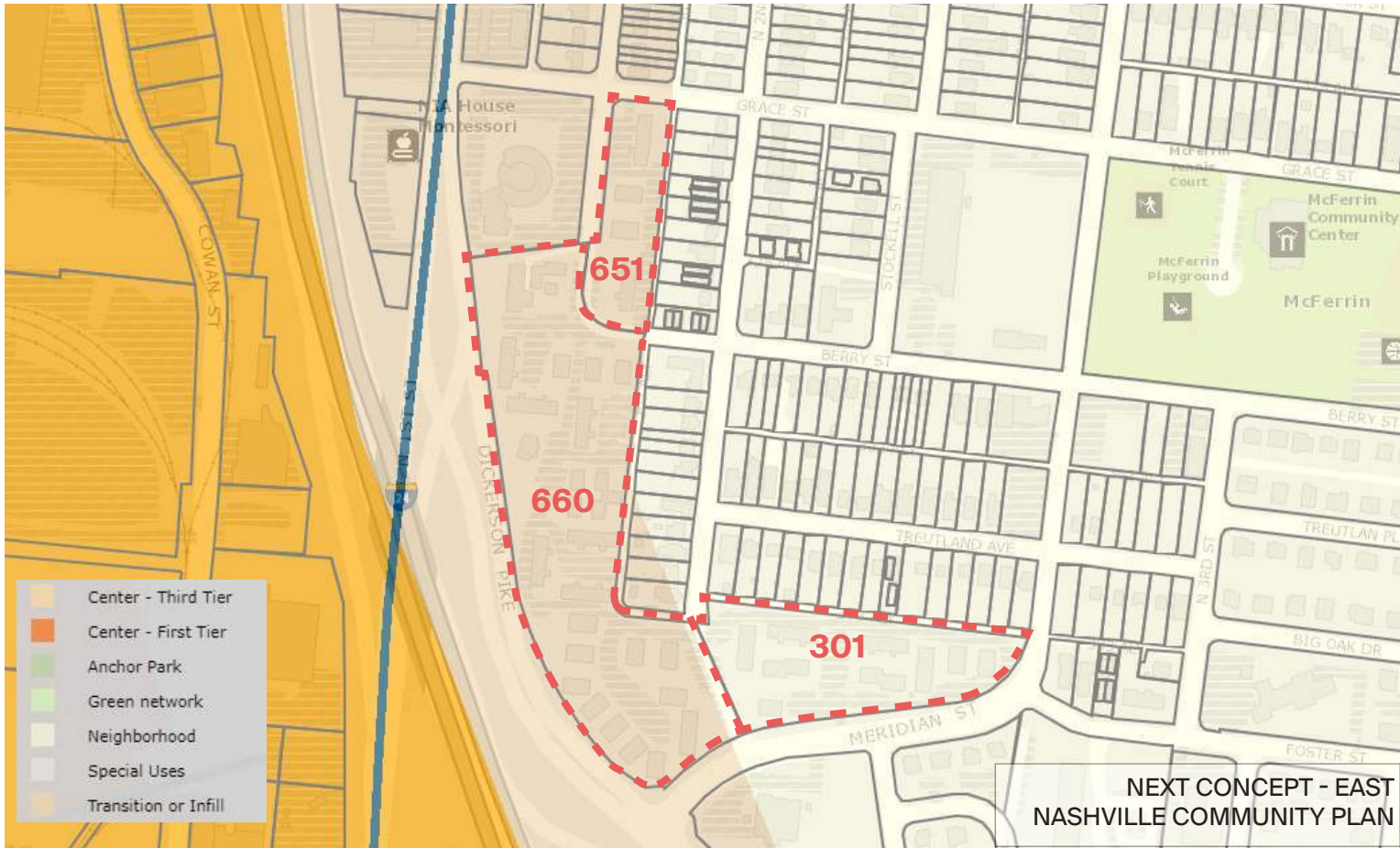
NOTE:

The "Build Scenario" realignment of Dickerson Pike (see site exhibit) is NDOT's preferred solution. Development is to work expeditiously with NDOT and TDOT for final approval of the realignment modification. If it is determined by NDOT and TDOT not to proceed with the "Build Scenario" realignment of Dickerson Pike, and no other alternatives are required, the development will proceed with road improvements, however no changes will be made to road alignments. If approved, the Dickerson Pike realignment construction is to be substantially complete prior to the issuance of the Use and Occupancy permit for any phase directly abutting Dickerson Pike. Improvements to the intersection of Spring Street at Dickerson Pike are separate from this condition. NDOT shall assist development in achieving said schedules and approvals. Realignment approval, if incomplete at the time of Use and Occupancy permit due to NDOT, TDOT or Federal delays, shall not restrict issuance of Use and Occupancy permits. In this event, development shall provide a bond for the estimated cost of the work to be completed.



Proposed Northern Roadway Realignment
(Not to Scale)

Figure 1.



***Appendix**
East Nashville
Community Plan

***For Reference Only**

These parcels sit within the East Nashville Community Plan. In this plan, they are shown as a Tier Three Center (651 and 660) and Neighborhood (301). Dickerson Pike is an immediate need corridor. Centers are envisioned to become pedestrian friendly areas with frequent transit service and a dense mix of uses. Tier Three areas are spaces that could received coordinated investments in response to opportunities identified by the private sector.

T4 CM Urban
Mixed Use Corridor



660

Within the Nashville Community Character Manual, the 660 Joseph Ave property is designated as T4 Center Urban Mixed Use Corridor (T4-CM). This policy is intended to maintain, enhance, and create urban, mixed use neighborhoods with a diverse mix of moderate to high density residential, commercial, office, and light industrial land uses, placing commercial uses at intersections with residential uses between intersections.

Typical Re-zonings for T4-CM Include:

- RM20-A
- RM40-A
- MUL-A
- MUG-A
- OR20-A
- OR40-A
- ORI-A
- SP's based on these zoning Districts

Appropriate Land Uses

- Mixed Use
- Residential
- Commerical
- Office
- Institutional
- Artisan manufacturing and other low impact industrial and warehousing use

Building Form (Mass, Orientation, Placement)

Mixed use, non-residential, and multifamily building heights are generally up to five stories.* Taller buildings may be appropriate at transitions and major intersections.

(* Supplemental Policy will permit 6 stories on this parcel. See next page.)

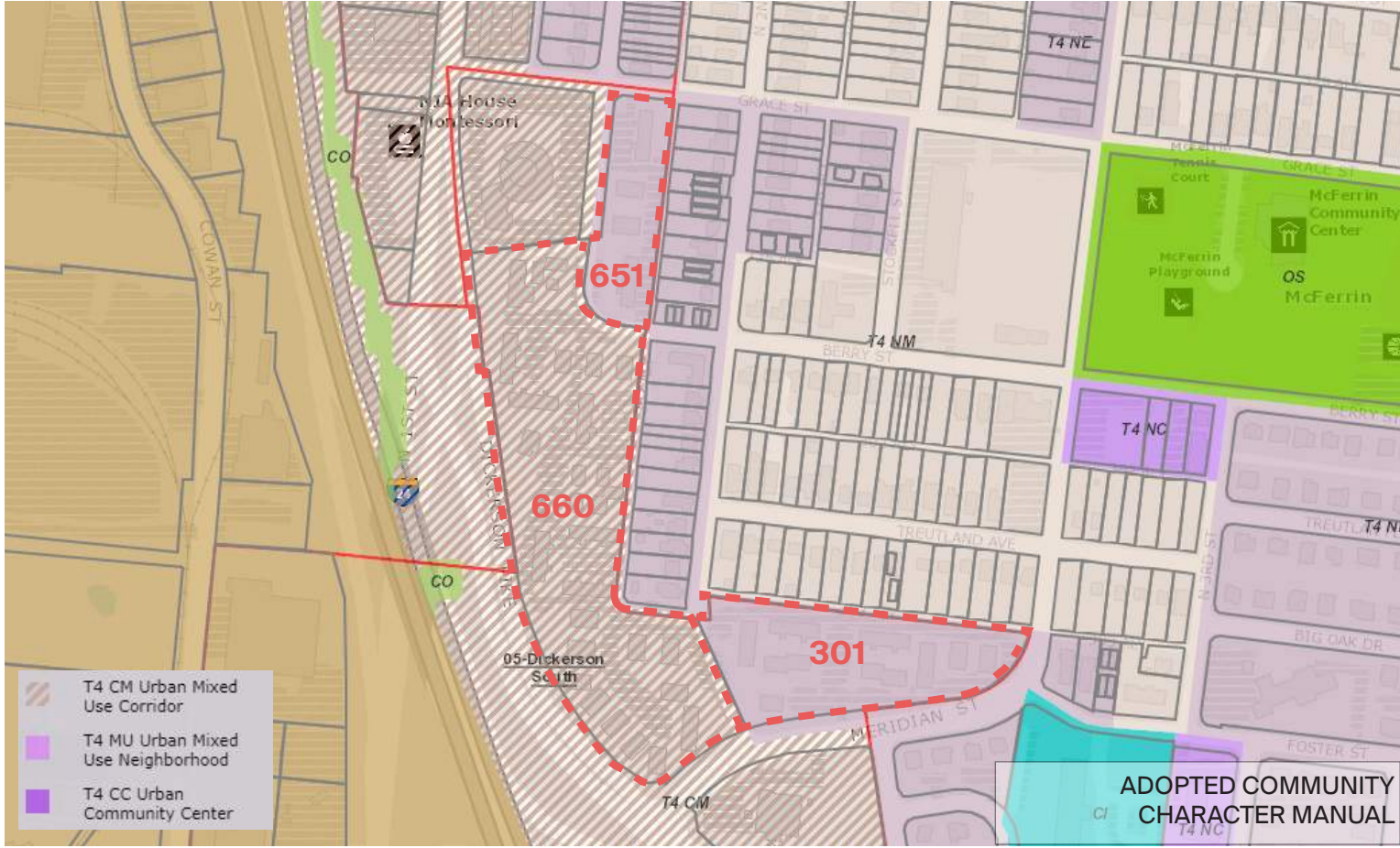
T4 MU Urban
Mixed Use
Neighborhood

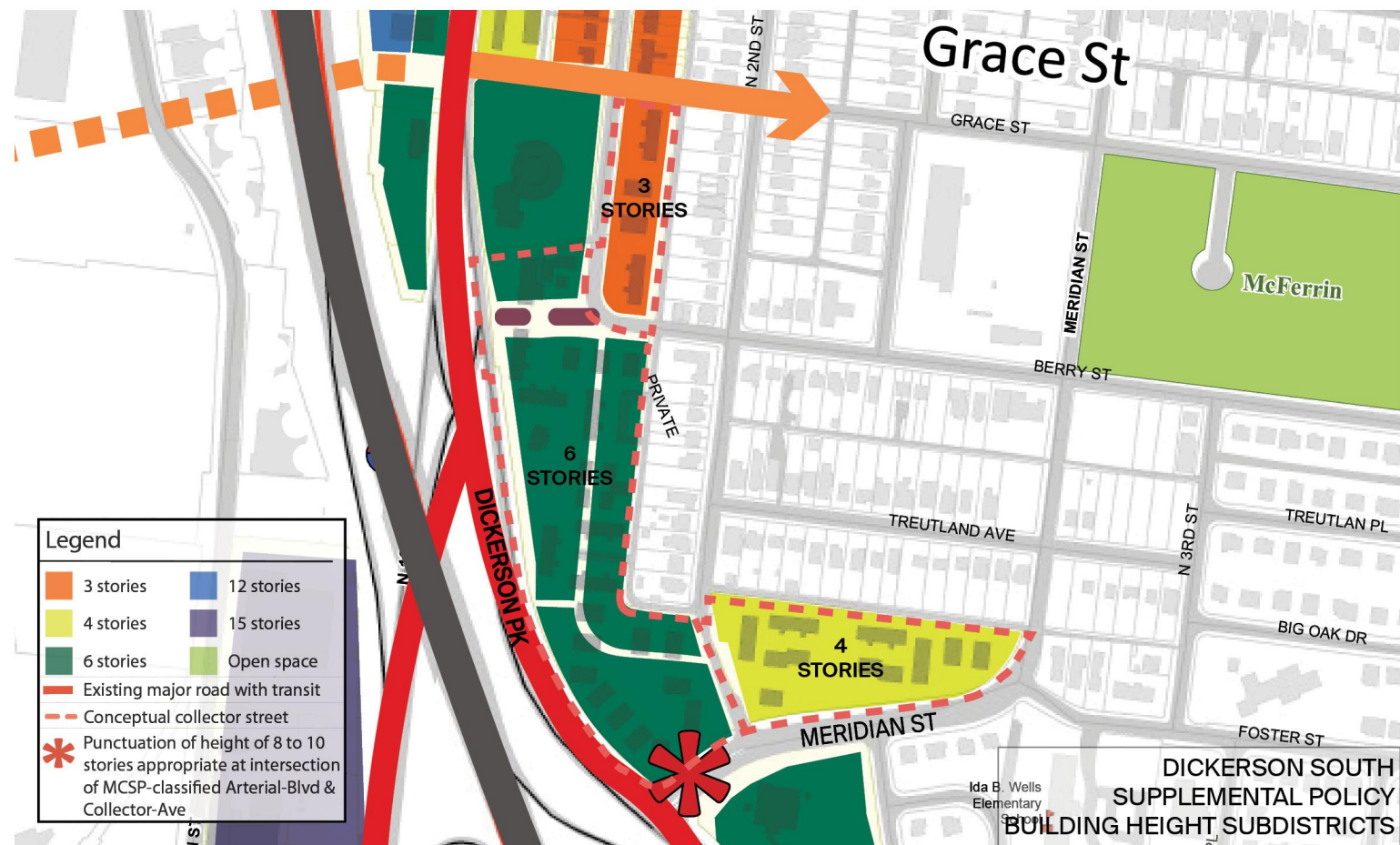


651

301

Within the Nashville Community Character Manual, the 651 Joseph Ave and 301 2nd St properties are designated as T4 Center Urban Mixed Use Neighborhood (T4-MU). This policy is intended to preserve, enhance, and create mixed use neighborhoods with a development pattern that contains a variety of housing along with mixed use and light development. These areas are intended to be served by high levels of connectivity with complete street networks, sidewalks, bikeways and mass transit.





***Appendix**

Planning Policies

**Supplemental Policy:
Dickerson South
Corridor Study**

**For Reference Only*

These sites are part of a Small Area Plan Amendment within the East Nashville Community Plan of Nashville Next.

Appropriate Land Uses

Transit-supportive uses and densities, mixed-use developments and diverse range of housing types are encouraged. Taller buildings are appropriate and necessary to the west of Dickerson for high-capacity transit service.

* Zoning districts that meet the policy and achieve close to the maximum height envisioned by the subdistrict.

SUBSTITUTE ORDINANCE NO. BL2022-1271

An Ordinance amending Section ~~17.20.030~~ 17.20.060 of the Metropolitan Code, Zoning Regulations to establish a minimum depth for residential garages (Proposal No. 2022Z-008TX-001).

BE IT ENACTED BY THE METROPOLITAN COUNCIL OF NASHVILLE & DAVIDSON COUNTY:

Section 1. That ~~17.20.030~~ 17.20.060 of the Metropolitan Code is hereby amended by ~~creating a new subsection I as follows deleting subsection D and replacing it with the following:~~

~~I. Residential Garages. For single-family and two-family residential uses, all garages shall have an interior clear floor area with a minimum depth of 23 feet as measured from the vehicular entry of the garage to the opposite parallel wall. Side-by-side two-car garages shall have an interior clear floor area with a minimum width of 20 feet and a minimum depth of 23 feet.~~

D. Residential Parking. Required parking spaces for a single-family or two-family dwelling unit shall be a minimum of eight feet wide and twenty feet long. Required parking spaces may be placed end to end. All garages shall have an interior clear floor area with a minimum depth of 23 feet as measured from the vehicular entry of the garage to the opposite parallel wall. Side-by-side two car garages shall have an interior clear floor area with a minimum width of 20 feet and a minimum depth of 23 feet. Garage doors opening toward a public street shall be a minimum of twenty feet from the property line. Within the urban zoning overlay district, no off-street parking area or loading area shall be located within any required street setback area, unless it is located on a driveway in accordance with Section 17.20.060G.

Section 2. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 3. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Joy Styles
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1307

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from AR2a to ~~RS40~~ SP zoning for properties located at 4395 and 4421 Maxwell Road and Maxwell Road (unnumbered), approximately 990 feet east of Lake Maxwell Drive (24.61 acres), all of which is described herein (Proposal No. 2021Z-104PR-001).

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

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from AR2a to ~~RS40~~ SP zoning for properties located at 4395 and 4421 Maxwell Road and Maxwell Road (unnumbered), approximately 990 feet east of Lake Maxwell Drive (24.61 acres), being Property Parcel Nos. 022, 048, 049 as designated on Map 176-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 176 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted that the uses of this SP shall be limited to a maximum of 86 single-family residential units. Short term rental property, owner occupied and short term rental property, not-owner occupied shall be prohibited

Section 4. Be it further enacted that the following conditions shall be completed, bonded or satisfied as specifically required:

1. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
2. Comply with all conditions and requirements of Metro reviewing agencies.
3. The developer shall remove all trash and debris at the terminus of Maxwell Rd.
4. The developer shall provide a walking trail and playground as shown in Exhibit A.
6. The developer shall provide sidewalks and street trees along Maxwell Rd. and all new public streets as shown in Exhibit A, constructed and installed to Metro Standards.
7. The developer shall work with the Nashville Department of Transportation and Multimodal Infrastructure (NDOT) to identify and install traffic calming initiatives along the new public streets within the development at the developer's expense.
8. Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, and glass, or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan, as shown in Exhibit

A, incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the RS10 zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

~~Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.~~

INTRODUCED BY:

Antoinette Lee
Member of Council

2021Z-104PR-001

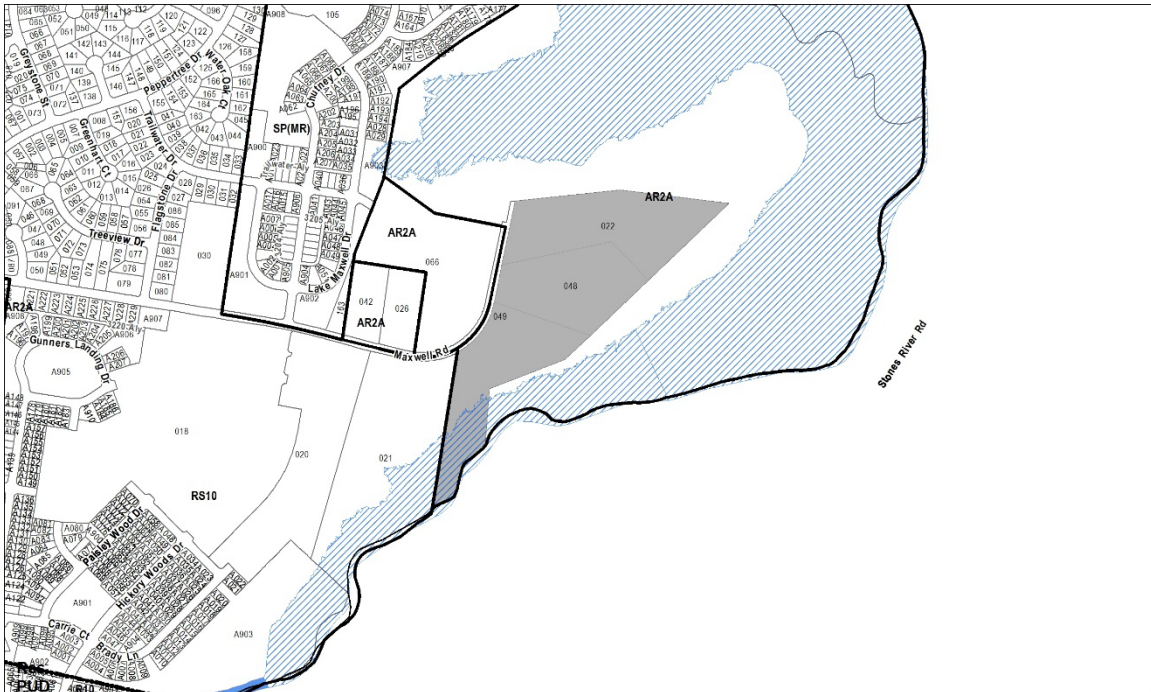
Map 176, Parcel(s) 022, 048-049

Subarea 13, Antioch - Priest Lake

District 33 (Antoinette Lee)

Application fee paid by: DRH INC CONTROLLED DISBR ACCT.

A request to rezone from AR2a to RS10 SP zoning for properties located at 4395 and 4421 Maxwell Road and Maxwell Road (unnumbered), approximately 990 feet east of Lake Maxwell Drive (24.61 acres), requested by D.R. Horton, applicant; Thaddeus Dale Jenkins and Donald W. Jenkins, JR., ETUX, owners.



Percy Cove – Maxwell Rd.
Preliminary SP Plan

PEPPERTREE
FOREST

DAVENPORT
DOWNS

NEW LIVING
HOPE CHURCH

US ARMY CORPS OF ENGINEERS
PERCY PRIEST RESERVOIR

MAP 176 PARCEL 22.00
W. DONALD JENKINS,
JR, ET UX

MAP 176 PARCEL 49.00
THADDEUS DALE
JENKINS

MAP 176 PARCEL 48.00
W. DONALD JENKINS,
JR, ET UX

US ARMY CORPS OF ENGINEERS
PERCY PRIEST RESERVOIR

HURRICANE CREEK

D.R. HORTON
HERITAGE LANDING

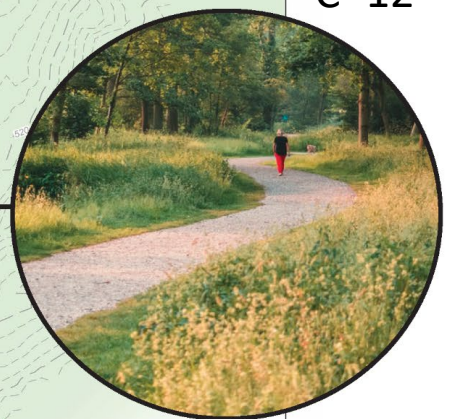
035

RUTHERFORD COUNTY

Lot Count
A- 12
B- 62
C- 12



New Living Hope Church



Pedestrian access to Percy Priest WMA / US Army Corps of Engineers property

US Army Corps of Engineers
Percy Priest Reservoir

Traffic calming speed humps (Typ.)

Street light (Typ.)

Tree Preservation / Landscape Buffer

US Army Corps of Engineers
Percy Priest Reservoir

Landscaped Stormwater Bioretention (Rain Garden)

Landscaped Stormwater Bioretention (Rain Garden)

Community walking trail with connections to amenity area and public sidewalk

Sidewalk connection to Heritage Landing to provide continuous pedestrian access from this property to eastern end of the Peppertree Forest subdivision at Flagstone Drive

Heritage Landing Community

Open Space Community Park / Dog Park
0.75 Acres

Hurricane Creek

Lot Types
A - 75' x 125' (9,000 SF MIN) Alley Loaded
B - 40' x 125' (5,000 SF MIN) Front Loaded
C - 40' x 125' (5,000 SF MIN) Alley Loaded

Open Space
8.75 Acres

Total Area
24.61 Acres

4' Planting Strip

Mill and overlay full width of roadway

5' Sidewalk

MAXWELL ROAD IMPROVEMENTS
* Roadway improvement shall comply with NDOT / Public works standard section ST - 252



Conceptual Elevations





Conceptual Elevations

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2022-1613

Mr. President –

I hereby move to amend Resolution No. RS2022-1613 by amending the Information Sheet for the Police Department to delete the following language: “[Substitute License Plate Readers – Pilot Program \$246,000]”.

SPONSORED BY:

Bob Mendes
Member of Council

SUBSTITUTE RESOLUTION NO. RS2022-1629

A resolution supporting the artwork and project “Athens of the South”, which will be placed on the State of Tennessee, Department of Transportation’s I -40 noise barrier located along Carroll Street and approving an application for a license agreement between the Metropolitan Government of Nashville and Davidson County and the State of Tennessee, Department of Transportation.

WHEREAS, The Claiborne Family of Faith Worship Center is applying for an Arts Build Community Grant to paint a mural on the State of Tennessee, Department of Transportation’s I-40 noise barrier, located along Old Hermitage Avenue and Carroll Street, Nashville, TN, 37210; and,

WHEREAS, Per the State of Tennessee, Department of Transportation’s (“TDOT”) rules, a resolution of support is required to apply for a state license for Transportation Art, art painted on TDOT’s highway features; and,

WHEREAS, The project will be historical of the community, Nashville, and Tennessee, and will not involve building or modifying a structure or any other work that will be done on state right-of-way; and,

WHEREAS, The conceptual plans, attached hereto as Exhibit A, show the exact mural that will be facing the street; and,

WHEAREAS, Proposals for Transportation Art must be requested and submitted by the local government and not a non-governmental entity, and the local government must enter into a license agreement with TDOT; and,

WHEREAS, it is in the best interest of The Metropolitan Government of Nashville and Davidson County that this art project is supported and that the license agreement is approved.

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

Section 1. That the proposed project “Athens of the South”, Exhibit A, attached hereto and incorporated herein, is hereby supported by the Metropolitan Council.

Section 2. That the application for a license agreement between the Metropolitan Government and the State of Tennessee, Department of Transportation is hereby approved and the Metropolitan Government is authorized to enter into a license agreement with the State of Tennessee for this purpose.

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.

SPONSORED BY:

Freddie O’Connell
Member of Council

RESOLUTION NO. RS2022-_____

A resolution requesting that the Metropolitan Employee Benefit Board assess the current availability of benefits providing transportation, accommodation, and related costs when necessary to obtain medical treatment unavailable in Tennessee; and to extend such coverage if not currently provided.

WHEREAS, the Metropolitan Employee Benefit Board administers, manages, and coordinates the metropolitan employee benefit system adopted by the Metropolitan Council in accordance with Chapter 3.08 of the Metropolitan Code of Laws and Article 13 of the Metropolitan Charter; and

WHEREAS, the system of employee benefits adopted by the Council of the Metropolitan Government of Nashville and Davidson County includes medical care benefits for employees and pensioners; and

WHEREAS, on June 24, 2022, the Supreme Court of the United States announced its decision in *Dobbs v. Jackson Women's Health Organization*, No. 19-1392, 597 U.S. ___, a landmark decision in which the court held that the Constitution of the United States does not confer any right to abortion, overruling nearly 50 years of legal precedent established under *Roe v. Wade* and *Planned Parenthood v. Casey*; and

WHEREAS, shortly after this decision, the Office of Mayor John Cooper contacted the Metropolitan Human Resources Department to request an assessment of the current availability of benefits providing transportation, accommodation, and related costs when necessary to obtain medical treatment that is otherwise unavailable in Tennessee, and to initiate the process for extending such coverage, if necessary, through the Employee Benefit Board; and

WHEREAS, the Metropolitan Council supports the right to abortion access previously established under *Roe v. Wade* and finds that restrictions upon reproductive rights and private healthcare decisions threaten the safety and wellbeing of the residents of Nashville and Davidson County, particularly for women unable to travel to neighboring jurisdictions where abortion care is safe and legal.

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

Section 1. That the Metropolitan Council of Nashville and Davidson County goes on record as requesting that the Metropolitan Employee Benefit Board assess the current availability of benefits providing transportation, accommodation, and related costs when necessary to obtain medical treatment unavailable in Tennessee.

Section 2. That the Metropolitan Council of Nashville and Davidson County further requests that, in the event existing employee medical benefits do not include coverage for costs of obtaining medical treatment unavailable in Tennessee, including reproductive healthcare treatment, that such coverage be extended by the Metropolitan Employee Benefit Board.

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.

INTRODUCED BY:

Burkley Allen

Delishia Porterfield

Erin Evans

Emily Benedict
Members of Council

RESOLUTION NO. RS2022-_____

A Resolution recognizing the 20th Anniversary of Moves and Grooves.

WHEREAS, Moves and Grooves (“MAG”) was founded in the summer of 2002 by Emerald Mitchell, then a student at Fisk University. While in high school in Portland, Oregon, Emerald graduated from the non-profit Self Enhancement Inc., which became the model for MAG; and

WHEREAS, as a graduate of a performing arts high school, Emerald understood the profound impact the arts can have in a young person's life. In this spirit of 'giving back' she decided to volunteer her dance talents at a local community center near her college campus. A room of 5 students quickly grew to 50; and

WHEREAS, once established as a 501(c)(3) non-profit organization in 2003, MAG began a contract with three Metro Nashville Public Schools to provide dance and tutoring inside the classroom; and

WHEREAS, in 2012, MAG was selected as a Nashville After Zone Alliance Anchor Partner, which allowed the expansion of its after school program to serve 75 more students attending six middle schools in Davidson County. MAG opened its first elementary site in January 2015 serving 60 students; and

WHEREAS, in 2014, MAG received a multi-year grant from the 21st Century LEAPS Lottery Fund to support additional STEAM after school programming for young girls. Wal-Mart, Tennessee Arts Commission, and other donors across Tennessee have continued to generously support MAG's enrichment efforts, allowing MAG to offer art-infused, project-based learning experience free to all students attending those schools; and

WHEREAS, over the years, MAG has expanded the focus of its programming to include STEM, literacy, youth employment, and high school mentoring. In 2015, MAG began its first high school initiative, offering college tours, workshops, financial literacy education, and more to students. In 2018, MAG began its first summer youth employment program as part of the "POWER Youth" (formerly known as "Opportunity Now") initiative of the Mayor's Office. Each summer, MAG hires up to twenty youth ages 14 to 16 to provide students with workforce development skills before they enter the workforce as adults; and

WHEREAS, in 2018, the MAG Board conducted a strategic plan that detailed the need to expand services. After three years of deliberation, MAG decided to develop a new campus to provide permanent space for youth activities, increased career advancement and placement opportunities for Nashville's youth, an enhanced programming model to include new services such as culinary arts, STEM lab, dance studios, and more, and a new performance hall that doubles as a storm shelter for those located within a one-mile radius; and

WHEREAS, over the past 20 years, MAG has grown to serve an average of 250 students each year across Middle Tennessee. MAG's staff has grown from two employees to four full-time employees and nearly 20 part-time employees; and

WHEREAS, it is fitting and proper that the Metropolitan Council goes on record as recognizing the important work of Moves and Grooves and joins in celebrating its 20th anniversary of helping Nashville's youth.

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

Section 1. That the Metropolitan Council hereby goes on record as recognizing the 20th anniversary of Moves and Grooves.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Joy Styles
Member of Council

Resolution No. _____

A resolution accepting a Victims of Crime Act (VOCA) grant from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to fund the Wrapping Around Families for Success Program.

WHEREAS, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, has awarded a grant in an amount not to exceed \$500,000.00 with no cash match required to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to fund the Wrapping Around Families for Success Program; and,

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

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

Section 1. That the VOCA grant by and between the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, to the Metropolitan Government, acting by and through the Davidson County Juvenile Court, to fund the Wrapping Around Families for Success Program, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

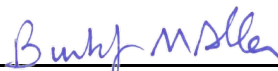
APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:



Kelly Flannery, Director
Department of Finance

INTRODUCED BY:



Burkley Allen

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:



Nikki Eke
Assistant Metropolitan Attorney

Member(s) of Council

John Cooper
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON COUNTY
100 WOODLAND STREET
P.O. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

June 30, 2022

Re: Late-Filed Resolution to Continue VOCA Grant Funded Services for the *Wrapping Around Families for Success Program*

Dear Vice Mayor Shulman and Members of the Metropolitan Council:

The Davidson County Juvenile Court requests a late-filed resolution to continue program services for the *Wrapping Around Families for Success Program* provided by Youth Advocate Programs, Inc. (YAP), and funded by a VOCA grant. The Davidson County Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims involved with Juvenile Court. Legislation to amend the current contract was signed timely, but missed the cut-off for the June 21, 2022, Council. Because of this, a new contract had to be issued by the State of Tennessee to begin VOCA funded programming on July 15, 2022. Since the new contract and VOCA funded programming starts on July 15, 2022, the late resolution needs to be approved at the July 5 Council meeting.

Thank you for this consideration.

Sincerely,
Shelley Hudson

Shelley Hudson
Davidson County Juvenile Court
Special Programs Project Manager
VOCA Program Director
100 Woodland Street
P.O. Box 196306
Nashville, TN
37219-6306

CC: Jim Swack, Juvenile Court Director for Finance
Joe Atchley, Juvenile Court, Program Accountant

GRANT SUMMARY SHEET

Grant Name: Juv. Ct. Wrapping Around Families for Success 23

Department: JUVENILE COURT

Grantor: U.S. DEPARTMENT OF JUSTICE

Pass-Through Grantor

(If applicable): TENN. DEPT. OF FIN. & ADMIN. OCJP

Total Award this Action: \$500,000.00

Cash Match \$0.00

Department Contact: Shelley Hudson

862-8079

Status: CONTINUATION

Program Description:

Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims. Two Juvenile Court Support Intervention Accountability (SIA) Case managers will be dedicated to work with YAP. The case managers will conduct assessments, determine program eligibility and refer youth to YAP services. YAP will serve male and female youth ages 12 to 18 that may be pre or post adjudicated. Eligibility will be determined based on the results of the completed JJ-CANS 2.0 instrument and then will be enrolled and tracked through an intake process. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation of service delivery. The program will offer a variety of tailored services to help mitigate each youth, family, and community risk factors and build protective factors that will equip youth with the knowledge and skills needed to succeed.

Plan for continuation of services upon grant expiration:

The Davidson County Juvenile Court will seek funding through federal, state, and local, funding sources to secure sustainable funding to continue program services after the grant period, ending in 2022. Potential funding sources include seeking funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Juvenile Court will seek funding through the Mayor's new priority for violence reduction, which dedicated three million dollars to violence prevention. Juvenile Court will continue to collaborate with the Davidson County Department of Children's Services to demonstrate the expected Pilot outcomes to positively impact youth entering the custody of the State; thus, reduce the number of out of home placements, which may support future funding.

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		
JUVENILE COURT	26	Shelley Hudson		862-8079	862-7143		
Grant Name:		Juv. Ct. Wrapping Around Families for Success 23					
Grantor:		U.S. DEPARTMENT OF JUSTICE		Other:			
Grant Period From:		07/15/22		(applications only) Anticipated Application Date:			
Grant Period To:		06/30/23		(applications only) Application Deadline:			
Funding Type:	FED PASS THRU			Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:	TENN. DEPT. OF FIN. & ADMIN. OCJP			Outside Consultant Project:		<input type="checkbox"/>	
Award Type:	COMPETITIVE			Total Award:		\$500,000.00	
Status:	CONTINUATION			Metro Cash Match:		\$0.00	
Metro Category:	Est. Prior.			Metro In-Kind Match:		\$0.00	
CFDA #	16.575			Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input checked="" type="checkbox"/>					
<p>Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims. Two Juvenile Court Support Intervention Accountability (SIA) Case managers will be dedicated to work with YAP. The case managers will conduct assessments, determine program eligibility and refer youth to YAP services. YAP will serve male and female youth ages 12 to 18 that may be pre or post adjudicated. Eligibility will be determined based on the results of the completed JJ-CANS 2.0 instrument and then will be enrolled and tracked through an intake process. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation of service delivery. The program will offer a variety of tailored services to help mitigate each youth, family, and community risk factors and build protective factors that will equip youth with the knowledge and skills needed to succeed.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
<p>The Davidson County Juvenile Court will seek funding through federal, state, and local, funding sources to secure sustainable funding to continue program services after the grant period, ending in 2022. Potential funding sources include seeking funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Juvenile Court will seek funding through the Mayor's new priority for violence reduction, which dedicated three million dollars to violence prevention. Juvenile Court will continue to collaborate with the Davidson County Department of Children's Services to demonstrate the expected Pilot outcomes to positively impact youth entering the custody of the State; thus, reduce the number of out of home placements, which may support future funding.</p>							
How is Match Determined?							
Fixed Amount of \$		or		10.0%		% of Grant	
						Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
This is not a cash match. The match obligation is matched with assigned salaries and benefits.							
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:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		23.97%		Indirect Cost of Grant to Metro:		\$119,850.00	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow. 10.00%		Ind. Cost Requested from Grantor:		\$45,454.00	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input 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	FY23	\$500,000.00			\$0.00	0	\$0.00	\$500,000.00	\$119,850.00	\$45,454.00
Yr 2	FY22				\$0.00	0	\$0.00	\$0.00	\$0.00	
Yr 3	FY23				\$0.00		\$0.00	\$0.00	\$0.00	
Yr 4	FY__							\$0.00		
Yr 5	FY__									
Total		\$500,000.00		\$0.00	\$133,549.00		\$0.00	\$500,000.00	\$119,850.00	\$45,454.00
	Date Awarded:			06/29/22	Tot. Awarded:	\$500,000.00	Contract#:	N/A		
	(or) Date Denied:				Reason:					
	(or) Date Withdrawn:				Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5450

GCP Rec'd
06/29/22

GCP Approved
06/29/22

VW



June 24, 2022

John Cooper, Mayor
Metropolitan Government of Nashville and Davidson County
1 Public Square
Suite 100
Nashville, TN 37201-5025

Dear Mayor Cooper:

Enclosed is the contract for your FY2023 VOCA award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **Monday, July 11, 2022**. Please contact your program manager (see below) with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Additional Requirement: Save and/or Print the Applicable Attachment(s) related to D. 19 (Notice of Audit Report and Parent/Child Information). These documents must be completed and submitted to the Comptroller's office no later than 90 days before the end of the agency's fiscal year for each year of the contract. Follow the instructions on the attachment.

Your Program Manager is Amy Baynes. For questions or assistance regarding this contract, please contact Amy Baynes, at (615) 532-2988, or email Amy.Baynes @tn.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer Brinkman'.

Jennifer Brinkman
Director

cc: Shelley Hudson, Special Projects Manager
File

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																							
Begin Date 7/15/2022		End Date 6/30/2023		Agency Tracking # -	Edison ID NEW																		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County					Edison Vendor ID 4																		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #16.575 Grantee's fiscal year end June 30																					
Service Caption (one line only) VOCA, Juvenile Court																							
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>FY23</td> <td></td> <td>\$500,000.00</td> <td></td> <td></td> <td>\$500,000.00</td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$500,000.00</td> <td></td> <td></td> <td>\$500,000.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	FY23		\$500,000.00			\$500,000.00	TOTAL:		\$500,000.00			\$500,000.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																		
FY23		\$500,000.00			\$500,000.00																		
TOTAL:		\$500,000.00			\$500,000.00																		
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.				CPO USE - GG																			
Speed Chart FA00003247		Account Code County - 71301000																					

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
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 federal grant funds for the improvement of the criminal justice system as required by the Victim of Crime Act of 1984 (VOCA) CFDA number 16.575, 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 VOCA program is to support the provision of services to victims of crime. Priority will be given to victims of child abuse, domestic violence, sexual assault, and victims of violent crime who were "previously underserved".
 - 1. For the purpose of these Program Guidelines, services are defined as those efforts that:
 - a. Respond to the emotional, psychological and physical needs of crime victims.
 - b. Assist victims of crime to stabilize their lives after victimization.
 - c. Assist victims to understand and participate in the criminal justice system.
 - d. Restore a measure of security and safety to the victim.
 - 2. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.

3. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their VOCA funded project. The Grantee is required to complete a sub-grant award report (SAR) annually for the life of the project.

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.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 7/15/2022 ("Effective Date") and extend for a period eleven (11) months and fifteen (15) days after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Thousand Dollars (\$500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2023, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

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. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000

Nashville, TN 37243

OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund

the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement 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 be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. 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 to be reimbursed 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 Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. 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 payable to the Grantee shall be subject to reduction for amounts included in any invoice or 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.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by

the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

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.
 - a. 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:

Amy Baynes, Senior Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Amy.Baynes@tn.gov
Telephone # 615-532-2988

The Grantee:

Shelley Hudson, Special Projects Manager
Juvenile Court of Metro Nashville and Davidson County
PO Box 196306 100 Woodland Street

Nashville, Tennessee 37219-6306
 Email: ShelleyHudson@jnsnashville.gov
 Telephone # (615) 862-8079

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. 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 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. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
- 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—200.326 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 five thousand dollars (\$5,000.00).
- 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- 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 applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

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 Contractor'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. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required. The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. 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.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

John Cooper, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JAMES E. BRYSON, COMMISSIONER

DATE

SIGNATURE PAGE
FOR
GRANT NO. Juv. Ct. Wrapping Around Families for Success 23

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Sheila D.J. Calloway, Juvenile Court, Judge



Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:



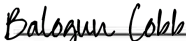
**Kelly Flannery, Director
Department of Finance**

6/30/2022

Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:



Director of Insurance

6/30/2022

Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:



Metropolitan Attorney

6/30/2022

Date

"See Previous Page"

**John Cooper
Metropolitan Mayor**

Date

ATTEST:

Metropolitan Clerk

Date

ID 2349

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
 OCJP JAG Priority Area

VOCA

Required Information on Authorizing Agency: Name: Metropolitan Government of Nashville and Davidson Federal ID Number (FEIN): 62-0694743 DUNS Number: 078217668 SAM Expiration Date: 3/8/2023 Fiscal Year End Date: June 30		Implementing Agency: Name: Juvenile Court of Metro Nashville and Davidson Address: PO Box 196306 100 Woodland Street Nashville, TN 37219-6306	
Will You Have Any Subcontracts?			
Project Title: Juvenile Court			
AUTHORIZED OFFICIAL - Contact Information			
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County/Counties Served (Type ALL if Statewide): Davidson			
U.S. Congressional District(s): 5			

Amended Scope of Services/Project Narrative

FY2023

Project Name: Wrapping Around Families for Success

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Problem Description – Funding will be awarded based on an applicant’s clearly demonstrated need. What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency's own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data. This should be light on demographics and geography. The needs must tie directly to the problem statement and are fully described in terms of what benefits to victims this project would address.

The causes of juvenile delinquency are complex and unique to each youth. Research and documentation from respected institutions as to the causes include individual risk factors such as substance use, risk taking, aggression, and developmental delays; family risk factors including low economic status/poverty, poor parent-child relationships, poor parenting skills, low parental involvement, and child maltreatment or neglect; and peer, school and community risk factors such as weak social ties, antisocial peers, poor academic performance and disengagement from school, and neighborhood crime and drugsⁱ. Additionally, research indicates that these risk factors usually occur together with other common risk factors and that, without effective intervention and support, they can have an accumulative effect leading to delinquent and violent behaviors. This can result in initial or further involvement in the juvenile justice system.

A 2018 study conducted by the Illinois Department of Human Services, *Youth Trauma Experiences and the Path from Child Welfare to Juvenile Justice*, found that youth who experienced maltreatment were at a 47% greater risk of becoming involved in delinquency than other youth and increased the risk of those youth committing a violent criminal offense by 96%.ⁱⁱ

Davidson County Juvenile staff have identified the North Nashville community as a primary target area for the Youth Advocate Programs, Inc. (YAP) program, Wrapping Around Families for Success (WFS). A study published in 2018 by the Brookings Institution provided additional confirmation that those residing in the 37208 zip code had a higher rate of incarceration than that of any other in the United States.ⁱⁱⁱ The study also provides data that 42% of children living in this zip code are living in poverty. Research proves that youth residing in communities with high crime, incarceration and poverty create extreme hardships and barriers for successful futures with a greater chance at involvement in violent criminal offenses and becoming victims of crime.

Davidson County Juvenile Court data for 2019 shows the need for YAP services:

- 4,282 youth had delinquency referrals to Davidson County Juvenile Court.
- 812 children and youth were adjudicated as neglected or dependent in 2019.
- 178 youth victims received juvenile justice probation services.
- 258 youth were adjudicated delinquent.

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- *63 of the 258 youth adjudicated delinquent had some level of involvement with the child welfare system.*
- *67 youth were placed in the custody of the Department of Children Services through Davidson County Juvenile Court.*

Davidson County Juvenile Court provides supervision to youth who are not only justice involved but have also suffered traumatic experiences or been victims of crime and require additional programming such as those described in this application to fully meet the needs of the youth and families. Davidson County Juvenile staff utilize the Child and Adolescent Needs and Strengths (JJ-CANS 2.0) instrument to assess the youth's functioning in five life domain areas: strengths, emotional and behavioral needs, risk behaviors, juvenile justice, and trauma experiences.

PURPOSE

This section should include goals and objectives of the project. Listed below are examples of goals and objectives which relate to the scope of this solicitation. Priority consideration will be given to applications which address the goals. An applicant's first consideration should be the identification of agency needs as listed above.

The Davidson County Juvenile Court and Youth Advocate Programs, Inc. (YAP) have joined in a collaborative partnership to propose expansion of current program services to youth victims involved in the Davidson County Juvenile Court. Two Juvenile Court Support Intervention Accountability (SIA) Case Managers will be dedicated to work with YAP. The case managers will conduct assessments, determine program eligibility, and refer youth to YAP services. YAP will serve male and female youth ages 12 to 18 that may be pre or post adjudicated. Eligibility will be determined based on the results of the completed JJ-CANS 2.0 instrument and then will be enrolled and tracked through an intake process. YAP's nationally recognized advocacy/mentoring model will be utilized as the foundation of service delivery. The program will offer a variety of tailored services to help mitigate each youth, family, and community risk factors and build protective factors that will equip youth with the knowledge and skills needed to succeed.

Goal 1: A minimum of 75% of participating youth will exhibit desired improvement in target behaviors (social competence, pro-social involvement, conflict resolution) upon completion and six (6) months post discharge.

Objective 1.1 Provide holistic wraparound services to referred program youth through a collaborative partnership between Youth Advocate Programs, Inc., and Davidson County Juvenile Court over the twelve (12) month grant period to an estimated fifteen (15) referred youth, at any given time (30 youth annually) for up to 8 hours per week for an average of six (6) months length of services.

Objective1:2 Provide group mentoring by utilizing life skills/interventions and restorative peace circles to decrease risk factors associated with traumatization and juvenile delinquency; and increase protective factors for juvenile justice involved youth in Davidson County, Tennessee to up to thirty (30) referred youth over the twelve (12) month grant period (15 at any given time) for an average of six (6) months length of services.

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Objective 1:3: Provide program youth with crisis intervention, safety planning, and referrals for counseling/therapy as needed to reduce post-traumatic stress.

ACTIVITIES

Activities are what a project does with the inputs to fulfill its mission. This section should describe the planned activities, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results.

Goal 1: A minimum of 75% of participating youth will exhibit desired improvement in target behaviors (social competence, pro-social involvement, conflict resolution) upon completion and six (6) months post discharge.

Objective 1.1 Provide holistic wraparound services to referred program youth through a collaborative partnership between Youth Advocate Programs, Inc., and Davidson County Juvenile Court over the twelve (12) month grant period to an estimated fifteen (15) referred youth, at any given time (30 youth annually) for up to 8 hours per week for an average of six (6) months length of services.

Activities 1.1: Hired and trained Advocates will provide up to 8 hours of individualized services for an average of six (6) months to program youth victims, provide crisis safety planning, focusing on the strengths of each youth and family and meeting goals developed in their Individualized Service Plans (ISP).

Activities 1.2: YAP will provide crisis intervention and safety planning to all program youth, lessening opportunities for illegal behaviors or unsafe choices. Through a contract with a licensed counselor/therapist, YAP will offer referrals for mental health counseling to youth victims with trauma related needs.

Activities 1.3: Yap will provide eligible youth with job readiness and preparedness skills to increase knowledge and interest of workforce opportunities and pro-social interactions.

Objective1:2 Provide group mentoring by utilizing life skills/interventions and restorative peace circles to decrease risk factors associated with traumatization and juvenile delinquency; and increase protective factors for juvenile justice involved youth in Davidson County, Tennessee to up to thirty (30) referred youth over the twelve (12) month grant period (15 at any given time) for an average of six (6) months length of services.

Activity 1.2 Hired and trained Advocates will provide youth with two and a half (2.5) hours of group mentoring weekly.

Activity 1.2 Advocates will engage youth with the evidenced-based Peaceful Alternatives to Tough Situations (PATTS) intervention tool, Casey Life Skills, Peace Circles and other group-based positive youth development activities/interventions as needed to decrease youth involvement in the justice system.

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Objective 1.3: Provide program youth with crisis intervention, safety planning, and referrals for counseling/therapy as needed to reduce post-traumatic stress.

Activity 1.3 Advocates will develop crisis safety plans and provide available staff for crisis intervention.

Activity 1.3 Advocates will refer youth to local community service mental health partners to provide counseling and therapy services.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

This section should include a comprehensive timeline with concrete implementation and execution dates. The structure of the timeline should be feasible and outline the best scenario for achieving goals and objectives. Please add additional lines as necessary.

Activity/ Output	Position of Person Completing	Due Date for Completion
Contract Agreement with YAP to provide services	Davidson County Juvenile Court/YAP Leadership	At time of award and as scheduling is determined by the Metro Council Hearing Schedule-
Referrals for Services	Davidson County Juvenile Court/YAP Staff	Beginning two (2) weeks post award; ongoing
Service Delivery (Individual/Group, etc.)	YAP Staff/Community Partners	Beginning within two (2) weeks post award; ongoing for up to six months (<i>length of service is based on individual needs of each client</i>)
Quarterly Collaborative Meetings	Davidson County Juvenile Court/YAP	First meeting within three (3) months of award; thereafter, quarterly (ongoing)

INPUTS

This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. List agency resources that will be dedicated to this initiative.

Davidson County Juvenile Court-will provide two (2) full time Juvenile Court Case Managers who will be responsible for the following: Provide the JJ-CANS 2.0 assessment to determine youth eligibility, complete initial screening and intake, provide referrals to YAP programming, review ongoing service delivery and progress of youth throughout YAP programming.

Youth Advocate Programs, Inc. will employ a full time Program Director who will provide direct services to include completion of youth's Individualized Service Plans (ISP), completing YAP's Intake Assessments, provide additional direct services and community linkages, and assist with the development of the

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youth's discharge plan. YAP's Regional Director and Vice President will provide direct project oversight, assistance with staff supervision, and development of programming in Davidson County.

Additional staff provided by YAP will include:

Two full time Advocates will provide direct, one-on-one individualized wraparound advocacy services to referred youth and families. This position will provide 24/7 crisis intervention and supports, develop safety plans, provide transportation to court appointments and appearances, and provide transportation to and facilitate group interventions. This position will be supervised by the Program Director.

Multiple part time Advocates will provide individualized wraparound advocacy services, providing 24/7 crisis interventions and supports, safety planning, and provide transportation to group services, court appointments and scheduled meetings with court authorities to referred youth. Advocates are directly supervised by the Program Director.

One part time Administrative Manager will provide data entry, reporting, and other direct service administrative duties to the program under the direction of the Program Director.

Other inputs include travel costs (for program staff to provide in home and community based services to participating program youth and families), office space, utilities, phones/internet, technology equipment (desktop/laptop computers/tablets), office furniture and equipment (copy machine/fax machine) postage/overnight mail, office supplies (file folders, pens, legal pads, secured filing cabinets), and emergency assistance funds to assist youth and families with additional emergency needs.

Clearly state your operating budget and describe in terms of what would not be maintained if funds were not received or what benefit a special project would bring.

To fully implement the project and provide the services detailed in this application, a request of \$500,000 is needed for a period of twelve (12) months. If not fully awarded, a budget modification would decrease YAP's ability to provide services to Davidson County youth in need. Please refer to FY 23 budget attachments for a detailed statement on use of funds.

Description of how the agency is leveraging other funds for additional support to victim(s).

YAP has limited discretionary funds for victim needs, and a National Development Department that actively raises additional funds to support victim needs.

Describe agency use of evidence-based services.

YAP has been implementing the Advocate model since its inception in 1975, adapting best practices into the model over time. ***More than fourteen (14) external studies have been conducted on the YAP model.*** Of the eleven (11) studies, three (3) were studies conducted by the funding agency; four (4) were University-based studies; three (3) were studies commissioned by a public agency conducted by external

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evaluators, and one was an external study commissioned by YAP. Seven (7) of the studies used pre and posttest designs.^{iv} Four (4) studies involved comparisons of YAP with similar community programs.^v The studies found YAP services to have higher program completion rates;^{vi} lower rates of placement into juvenile facilities or residential foster care^{vii}; lower re-arrest rates^{viii}; lower numbers of youth who are AWOL^{ix}, and greater residential stability while in the juvenile justice and child welfare systems^x than comparison groups.

In addition, young people in YAP programs recorded improvements in risk taking behaviors, quality of life, education, community linkages, and pro-social outlooks. These results have been achieved despite YAP's "***no reject, no eject***" policy and the resulting high-risk population tracked in YAP's programs in major metropolitan areas such as Philadelphia and Tampa. In addition, in YAP's state-wide programs in Pennsylvania, more than one-third of youth have autism.

Include your organization chart.

The Davidson County Juvenile Court organizational chart is incorporated as an attachment.

Include job descriptions for every grant funded/match personnel that show allowable activities and ensures clients are receiving trauma informed services.

Juvenile Court Case Manager for YAP Program

- Performs professional case manager responsibilities.
- Attends meetings, case conferencing, and trainings as required.
- Administers the JJ-CANS 2.0.
- Assesses youth program eligibility according to policies and guidelines.
- Refers youth to program services.
- Acts as a liaison between Juvenile Court and the program.
- Collaborates with Grant Management team.
- Collects data for required State and other program reports.
- Submits and reviews program reports.
- Provides potential clients with information regarding program services.
- Visits client's homes and other locations in the community.
- Establishes and maintain effective and professional relationship with clients and community partners.
- Accurately records case activities and progress.
- Performs general administrative duties.
- Prepares and maintains case records and reports.

Describe agency use of in-kind and/or cash match including what source it would come from.

Davidson County Juvenile Court will provide two (2) full time Case Managers who will serve as liaisons and direct service point of contacts for YAP staff. YAP will work in coordination with the Case Managers to set up initial intake, develop Individualized Service Plans (ISP), and maintain constant communication

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throughout service delivery about the progress of set goals and needs met through YAP. These positions are provided by the Davidson County Juvenile Court at no cost to the grant and will be utilized as matching funds.

Sustainability plan: Please describe your plan to sustain this funded project in the future if federal funding decreases or discontinues.

The Davidson County Juvenile Court will seek funding through federal, state, and local funding sources to secure sustainable funding to continue program services after the grant period, ending in 2024. Potential funding sources include seeking funding through the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Juvenile Court will seek funding through the Mayor's new priority for violence reduction, which dedicated three million dollars to violence prevention. Juvenile Court will continue to collaborate with the Davidson County Department of Children's Services to demonstrate the expected Pilot outcomes to positively impact youth entering the custody of the State; thus, reduce the number of out of home placements, which may support future funding.

DATA COLLECTION PROCEDURE

Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. E.g. stakeholder questionnaires, client satisfaction surveys, case records, etc. Describe how you will document your activities and collect the data you will report for the quarterly Performance Measurement Tool reports and OCJP Annual Report.

YAP is committed to providing quality services and understands the importance of evaluating outcomes to monitor success and ensure a continuous cycle of program improvement. YAP's current web-based systems, including Evolve, UltiPro, Monitoring, and our outcomes software, Social Solutions Efforts to Outcomes (ETO), are used to provide monthly reports on service provision and outcomes, including the volume of youth services provided; utilization management; median length of stay; youth demographics; individual youth progress; youth and family satisfaction surveys; caseload size and mix per Advocate and contract compliance.

YAP will utilize the following strategies to work with the YAP Davidson County Program Director who will assure collection and reporting of required data. For youth: Monthly Youth Participation Reports, Individualized Service Plans (ISP), Group Mentoring Attendance Reports, Advocate Case Notes, Case Files, Referral Log, Enrollment Application Report, Group Pre/Post Tests, Discharge Survey, Follow-up Reports (three, six and twelve months), Juvenile Justice Reports, and Referral Reports. For YAP staff and Community Partners: Training Attendance Reports, Monthly Professional Development Logs, Training Pre/Post Tests, Advocate Surveys, Self-Reporting, Advocate Applications, Advocate Interview Log, Advocate Roster.

Juvenile Court will enter into a Memorandum of Understanding (MOU) with YAP that outlines YAP's reporting duties and responsibilities to the Court. Reporting is completed electronically and stored in locally backed-up electronic files by METRO Information Systems guidelines.

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Describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.

YAP's data collection system records all required quantitative and qualitative outputs and generates evaluation reports. The Juvenile Court VOCA Program Director will meet with the Juvenile Court case managers and local YAP Director to ensure VOCA reporting requirements and YAP programmatic reporting requirements are accurately accounted for and create a team practice on information gathering and sharing practices. This will be reflected in the MOU.

Describe how you share your data with your board and other community partners.

YAP will provide outcomes data as requested to the Davidson Juvenile Court to meet all quarterly reporting requirements. The Juvenile Court VOCA Program Director will meet with the YAP Program Director and Juvenile Court Financial Analyst to review all VOCA auditing requirements (Subcontract monitoring form) to ensure records are accounted for monitoring, invoicing, evaluation, and program compliance.

COLLABORATION ACTIVITIES

Collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results, they are more likely to achieve together than alone.

Collaboration should describe the ongoing working relationship where ideas are exchanged a common purpose and common goals are planned and attained. Explain your working relationship with agencies you consider to be a partner agency. How and what do you collaborate on? How does this benefit your clients? Provide point of contact for partner agency and provide contact information. Submit current Memorandum of Understanding (MOU). Describe how you meet the needs of underserved and culturally specific clients. Examples of underserved (differently abled, elderly) and culturally specific (LGBTQ and other marginalized populations).

Explain your working relationship with agencies you consider to be a partner agency. How and what do you collaborate on?

Collaborative Activities/Plans: Youth Advocate Programs, Inc. (YAP) and Davidson County Juvenile Court began working together in 2020 to explore available funding opportunities to bring YAP services to youth and families in Davidson County. Through a developed partnership, YAP and Davidson County Juvenile Court will work together to establish an advisory council that will represent members from the Court, YAP, and other community organizations that will accept or provide additional community resources to YAP's families. Examples of resource partners may include, Oasis Center, Epic Girl, Be About Change, Bradford Health Services, The F.I.N.D. Design, Impact Youth Outreach, YMCA-YCAP, Tennessee Voices, Nashville Conflict Resolution Center, and The Family Center.

Through awarded funds, the advisory members agree to participate in quarterly zoom meetings to discuss identified gaps in services, referral processes and how to better serve the youth and families in Davidson County. Collectively, the collaborative will work to increase community partnerships, bring awareness of the program and services offered by YAP to surrounding juvenile courts and systems, and

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assist with promoting the services to increase the opportunity for sustainable funding in Davidson County.

Describe how you meet the needs of underserved and culturally specific clients. Examples of underserved (differently abled, elderly) and culturally specific (LGBTQ and other marginalized populations).

Meeting the needs of underserved/culturally specific clients: YAP exemplifies its commitment to cultural competence through the use of a “same zip-code” recruitment strategy, as referenced above, and through rigorous, annual cultural competency training required of all staff. This ensures that staff members reflect the cultural diversity of the surrounding communities. YAP Program Directors will match each client with a trained and supportive Advocate who is geographically adjacent to their neighborhood. YAP staff members at every level of the organization bring this community knowledge and their resource contacts into their work with youth and families. All YAP staff are diverse, representing many ethnic, racial, and social groups. YAP has staff who are fluent in Spanish and English and has the capability to hire new staff members representing other linguistic groups as needed. All YAP staff members complete new-hire and annual training comprising cultural competence, sensitivity, and affirmation. These attributes are consistent with YAP’s overall commitment to cultural diversity, cultural competence, and cultural affirmation. Since 2009, YAP has continued to receive accreditation from the Council on Accreditation (COA). The COA accreditation process involved a detailed review and analysis of our operations and its service delivery practices. YAP performance was “measured” against national standards of best practice. These standards emphasize services that are accessible, appropriate, culturally responsive, evidence based, and outcomes oriented. Achieving COA accreditation supports the premise that YAP services are provided by a culturally competent, skilled, and supported workforce. All YAP employees are required to participate in cultural competence training within the first year of employment.

Provide point of contact for partner agency and provide contact information.

Kimberly Brandon, Regional Director serves as the point of contact for Youth Advocate Programs, Inc. She can be reached at (817) 905-3826.

Submit current Memorandum of Understanding (MOU).

There will be a signed subcontract developed after final award of the grant contract.

INTENDED OUTCOMES (Results)

Outcomes describe the difference the project will make for its participants and/or the community as a whole. The outcomes for a project should be measurable based upon a set of defined criteria. Project goals should be set for each criterion. For projects requesting multi-year funding, describe how outcomes may be expected to change over the period of the grant.

Victims report that their sense of safety and security has increased.

“My immediate sense of safety and security has increased as a result of the services I received from this agency.”

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Victims report an increase in knowledge about victim services.

"I am more knowledgeable of the services and community resources available to victims."

Victims report an increase in knowledge about the criminal justice system.

"I am more knowledgeable about the criminal justice system."

Victims express satisfaction with services.

"I am satisfied with the services I have received through this agency."

Victims report an improved ability to plan for their safety (required only for shelters).

"I know more ways to plan for my safety."

Applications must include at least one of the outcomes listed below: Delete ones you are not going to utilize.

Victims report that their quality of life is improved because set goals have been accomplished. (Increase in victims' perceived quality of life).

"This agency helped me achieve the goals I set out to accomplish."

INTENDED OUTPUTS (Products).

PROJECT SERVICES TO REACH OUTPUTS

Indicate services that a client should be able to access through your agency. Describe agency use of evidence-based services Example- our agency provides court advocacy services and we provide that by spending 2 days a week in criminal and/or civil court providing support to victims, we assist with filling out the Order of Protections and assist with the criminal justice process by assisting the client in understanding her case and what is happening next.

The proposed program will provide justice involved youth, who are or have been victims of crime, with an intensive mentoring program for a minimum of thirty (30) male and female youth ages 12 to 18 in Davidson County's rural, urban, and suburban communities. The priority target population will be screened by the Davidson County Juvenile Court as high risk to public safety and who are post-adjudication on probation as a part of an alternative to detention approach. Each youth will receive up to 8 hours of services per week for an average of length of service of six (6) months.

Individual Services: YAP will utilize a strength based mentoring approach to "wrap" comprehensive individualized services and support networks "around" at-risk and high-risk youth. The wraparound process is an evidence-based approach for working with high-risk populations. The process builds on youth strengths and interests to develop individualized interventions that will help the youth maintain benefits in a home and community environment beyond program participation.

Group Mentoring: Group mentoring will provide a secondary strategy to empower youth to deter negative behavior and reinforce positive behavior. Young people need out of school structured activities that are supervised, support their needs, and provide skills training to offset challenges that they face. To be successful, youth must understand and experience relationship building,

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coping skills, and positive socialization. Group programming will be offered to all referred youth throughout the program services. The group services available to youth are listed below.

- **Peaceful Alternatives to Tough Situations (PATTS)**: PATTS is a 10-week curriculum-based aggression-management and leadership development program designed to help youth increase positive conflict-resolution skills, increase the ability to forgive transgressions and reduce aggressive behavior. The program teaches cognitive skills, peer refusal skills, appropriate conflict resolution skills, identification and verbalization of emotions, recognition of anger cues, calming techniques and forgiveness. Sessions are highly interactive and use group discussion, role-playing, games and skills review. Additionally, PATTS integrates parents/caregivers into the youths' training through a family night to educate them on strategies that will support positive conflict resolution skills.
- **Casey Life Skills**: The Casey Life Skills (CLS) curriculum is a 14+week program that includes work within the following life domain areas: Career Planning, Communication, Daily Living, Home Life, Housing and Money Management, Self-Care, Social Relationships, Work Life, Work and Study Skills. User-driven, computerized learning modules provide assessments with career/life success advice that is often readily available to the most well-connected individuals and families, but often lacking in our most under-resourced communities. Advocates will work with their youth on their identified skill needs, but group sessions will be held on each subject facilitated by the Program Director utilizing community partners and guest presenters.
- **Peace Circles**: A restorative justice practice that promotes healing and community building. Groups of at least three (3) participants take turns speaking and determine: 1) what happened and why; and 2) how it can be fixed. Circles provide a space for encounter between victim and justice involved youth, but it moves beyond that to involve the community in the decision-making process. Depending on the model being used, the community participants may range from justice system personnel to anyone in the community concerned about the crime. Everyone present, the victim, the victim's family, the justice involved youth, and the family member(s) and community representatives are given a voice in the proceedings. The process is value driven. Primarily, it is designed to bring healing and understanding to the victim and the justice involved youth. Reinforcing the goal of healing is the empowerment of the community to be involved in deciding what is to be done in the particular case and to address underlying problems that may have led to the crime. In reaching these goals, the circle process builds on the values and respect, honesty, listening, truth, and sharing. Peace Circles positively reinforce potential and rehabilitation instead of punishing bad choices.

Crisis/Safety Planning: Due to the high-risk nature of the youth served by YAP, the Program Director will prioritize legal and safety issues during the initial and ongoing assessments. Safety issues are often identified by the courts and probation officers during referral meetings and subsequent factfinding calls. Safety assessments and plans on risk issues such as abuse and neglect, violence,

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substance use, criminal activity, exploitation, suicide, depression, or runaway behaviors will be a key focus. Many of these risk factors may also be addressed by a court order or conditions of probation in service plans. YAP staff will work with the youth and family to identify past triggers associated with these behaviors. Together, a safety plan will be developed to prevent unsafe behaviors and a crisis plan to prepare for when the risk factors may impact on safety. YAP staff are available 24/7 to assist youth and families with crisis situations.

Counseling/Therapy: YAP will collaborate with local community partners, such as local mental health facilities, to provide youth victims with counseling and therapy as needed to assist with overcoming post-traumatic stress from victimization. If youth or families need financial assistance to obtain counseling services, YAP will provide emergency financial assistance to obtain these services. Counseling referrals will be provided on an as-needed basis.

Work Readiness: YAP will work with employment eligible youth in identifying and building upon employment interests for each youth is integral to the program's success. Employment related activities and community service not only empower the youth, but also teach them important values. All employment eligible youth referred to the program are encouraged to participate in community service to build a mutual appreciation between youth and their communities. Each youth will be given the opportunity to volunteer based on identified strengths and needs.

Emergency Assistance Funds: In addition to services, awarded funds will be utilized to assist youth and families with emergency needs such as emergency rent/housing or utility assistance when all other available community resources are exhausted or unavailable.

Traditionally, YAP provides services in a face-to-face setting. YAP will continue to provide services in this manner unless there are circumstances where face-to-face services cannot be provided due to national crisis, prolonged client/family illness, inclement weather, or other natural disasters. YAP will modify service delivery to youth and families to include tele-visits and/or virtual service delivery through video conferencing. YAP will do whatever it takes to ensure services are continued to our clients.

Describe the counties you serve and have a presence in.

Metro Nashville Juvenile Court serves Davidson County only.

VOCA Required Outputs

Required output measures for VOCA are listed below. Complete each of the fields with a projection of the total outputs generated by your agency's project (for one year). VOCA requires that the outputs attributed to the project be based upon **VOCA funded staff/services only**.

Projected number of individuals who will receive services based on the presenting victimization type during the reporting period.

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Adults Sexually Abused/Assaulted as Children	
Adult Sexual Assault	
Adult Physical Assault (Includes Aggravated and Simple Assault)	
Arson	
Bullying (Verbal, Cyber or Physical)	15
Burglary	
Child Physical Abuse or Neglect	15
Child Pornography	
Child Sexual Abuse/Assault	
Domestic and/or Family Violence	7
DUI/DWI Incidents	
Elder Abuse or Neglect	
Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)	
If Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other, please explain:	
Human Trafficking: Sex	
Human Trafficking: Labor	
Identity Theft/Fraud/Financial Crime	
Kidnapping (non-custodial)	
Kidnapping (custodial)	
Mass Violence (Domestic/International)	
Other Vehicular Victimization (e.g., Hit and Run)	
Robbery	
Stalking/Harassment	
Survivors of Homicide Victims	
Teen Dating Victimization	
Terrorism (Domestic/International)	
Other	
If other, please explain:	

Projected number of individuals who will be assisted with a victim compensation application annually through this project:

10

Information and Referral services annually through this project:

Information about the criminal justice process	24
--	----

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 14)

Information about victim rights, how to obtain notifications, etc.	24
Referral to other victim service programs	11
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	24

Personal Advocacy/Accompaniment services annually through this project:

Victim advocacy/accompaniment to emergency medical care	7
Victim advocacy/accompaniment to medical forensic exam	
Law enforcement interview advocacy/accompaniment	7
Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)	15
Performance of medical or nonmedical forensic exam or interview or medical evidence collection	
Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)	
Intervention with employer, creditor, landlord, or academic institution	24
Child or dependent care assistance (includes coordination of services)	
Transportation assistance (includes coordination of services)	24
Interpreter services	

Emotional Support or Safety services annually through this project:

Crisis intervention (in-person, includes safety planning, etc.)	24
Hotline/crisis line counseling	
On-scene crisis response (e.g., community crisis response)	6
Individual counseling	10
Support groups (facilitated or peer)	24
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	
Emergency financial assistance	12

Shelter/Housing services annually through this project:

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Emergency shelter or safe house	
Transitional housing	
Relocation assistance (includes assistance with obtaining housing)	5

Criminal Justice/Civil Justice System Assistance services annually through this project:

Notification of criminal justice events	24
Victim impact statement assistance	
Assistance with restitution	
Civil legal assistance in obtaining protection or restraining order	
Civil legal assistance with family law issues	
Other emergency justice-related assistance	11
Immigration assistance	
Prosecution interview advocacy/accompaniment	11
Law enforcement interview advocacy/accompaniment	11
Criminal advocacy/accompaniment	24
Other legal advice and/or counsel	

UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.

ⁱ National Research Council and Institute of Medicine (2001) Juvenile Crime, Juvenile Justice. Panel on Juvenile Crime: Prevention, Treatment, and Control. Joan McCord, Cathy Spatz Widom, and Nancy A. Crowell, eds. Committee on Law and Justice and Board on Children, Youth, and Families. Washington, DC: National Academy Press.

ⁱⁱ Illinois Department of Human Services. Gjertson.Guiltinan. 2018. *Youth Trauma Experiences and the Path from Child Welfare to Juvenile Justice*. [Trauma-Crossover-Youth-Report.pdf \(chapinhall.org\)](https://www.chapinhall.org/trauma-crossover-youth-report.pdf)

ⁱⁱⁱ Brookings Institution. *Work and Opportunity Before and After Incarceration*; Adam Looney and Nicholas Turner; March 2018, https://www.brookings.edu/wp-content/uploads/2018/03/es_20180314_looneyincarceration_final.pdf

^{iv} ⁱⁱⁱ COA, 2006; Comisky, 2006; Jameson & Cleary, 2004; O'Brien, 2004; Travis, 2001, 2003

^v Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003; Jones, Harris & Bachovchin, 1997

^{vi} Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003; Jones, Harris & Bachovchin, 1997

^{vii} Tarrant, 2002

^{viii} Jones, Harris & Bachovchin 1997; Rea, Prior & Davis, 2003; Tarrant, 2002; THINK, 2003

^{ix} Jones, Harris & Bachovchin, 1997; Rea, Prior & Davis, 2003

^x THINK, 2003

GRANT BUDGET				
AGENCY NAME: JUVENILE COURT OF METROPOLITAN NASHVILLE & DAVIDSON COUNTY, TN.				
FUND SOURCE: VOCA				
SOLICITATION IDENTIFICATION TITLE: NA				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/15/2022 END: 06/30/2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$14,909.00	\$0.00	\$14,909.00
4, 15	Professional Fee, Grant & Award ²	\$439,637.00	\$0.00	\$439,637.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$45,454.00	\$0.00	\$45,454.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$500,000.00	\$0.00	\$500,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*.
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A-1

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: JUVENILE COURT OF METROPOLITAN NASHVILLE & DAVIDSON COUNTY, TN.

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: NA

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Ashley Burns - Case Manager (titled P.O. 1) 10% charged to this grant. Annual salary of \$60,245.09 with total fringe benefit cost of \$23,453.66 (Includes OASDI, SSMed, Group Health Insurance, Dental Insurance, and Life Insurance. Total annual cost of \$83,698.75. \$83,698.75 x .1 FTE = \$8,370	\$8,370.00
Position 2: Jorrel McDowell - Case Manager (titled P.O. 1) 10% charged to this grant. Annual salary of \$54,939.34 with total fringe benefit cost of \$10,455.44 (Includes OASDI, SSMed, Group Health Insurance, Dental Insurance, and Life Insurance. Total annual cost of \$65,394.78. \$65,394.78 x .1 FTE = \$6,539	\$6,539.00
TOTAL	\$14,909.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Contract with Youth Advocate Programs (YAP)	\$439,637.00
TOTAL	\$439,637.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: the Indirect Cost Rate for Metro Juvenile Court is 22.4%, but we are seeking reimbursement of 10% for this program.	\$45,454.00
TOTAL	\$45,454.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Metropolitan Government of Nashville and Davidson County
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	2018-V2-GX-0024 2019-V2-GX-0043
Federal award date	08/09/2018 09/13/2019
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2017 - 9/30/2022 10/1/2018 – 9/30/2022
Subaward (Federal Award) Budget Period Start and End Date	10/1/2017 - 9/30/2022 10/1/2018 – 9/30/2022
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.575; Victims of Crime Act
Grant contract's (Sub-Recipient) begin date	7/15/2022
Grant contract's (Sub-Recipient) end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$500,000.00
Total amount of federal funds obligated to the subrecipient	\$500,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$500,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Juvenile Court
Name of federal awarding agency	Office for Victims of Crime
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000 FVPSA: Secretary Xavier Becerra 877-696-6775
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Amy Baynes Amy.Baynes@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	10%

ATTACHMENT C**Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4

Is Metropolitan Government of Nashville and Davidson County a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Government of Nashville and Davidson County a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Certification Regarding VOCA Special Conditions**Instructions for Completing the Special Conditions
Pages 2019 VOCA (2019-V2-GX-0043)**

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Subrecipients must notify OCJP rather than the federal agency when noted in the Special Condition. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify who will complete the Special Conditions documents, the Authorized Official or their Designee:
 - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. Please reference the OCJP Grants Manual Chapter II for additional information.**
 - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[d] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, 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 OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. 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 recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. 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.

31. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.



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32. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

33. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

34. The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

35. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

36. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

37. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

40. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
41. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OJP has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2019, are available until the end of FY 2022).

Name and Title of Authorized Official:

John Cooper, Mayor of the Metropolitan

Name and Title of Certifying Designee (If different from authorized official):

N/A

Certifying Designee's Address:



I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Name, Title

Date

Project Director



I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Shelley Anderson

6-29-22

Name, Title

Spec. Project
Program Mgr

Date

Financial Director



I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Joe Atchley, Sr. Accountant

6-29-22

Name, Title

Date

Instructions for Completing the Certification Forms

- Read the Certifications thoroughly prior to completing the certification documents.
- Identify who will complete the certification documents, the Authorized Official or their Designee
 - **NOTE: A Designee is defined as a person who has been designated by the authorized official as responsible for completing the Certifications and has been granted permission by the Authorized Official to sign the documents with the Authorized Official's signature.**
 - When the Designee is completing the Certifications, the sections of the Certifications collecting the Designee's personal information must be completed in full for the Designee.
- The Certifications have check boxes to indicate whether the Agency certifies to the statement or whether it is not applicable. Make sure all appropriate check boxes are marked.
- At times, the Certification requires an explanation of why a Certification is not applicable for an agency. Agencies must then add this information to the Certification form.
- Agencies should review the Certifications to ensure they are completed in full, all appropriate check boxes marked, signatures and dates are present and designee information completed if necessary.
- Agencies should make a copy of the completed Certifications and keep them in their Agency Grant file.
- Completed Certification forms should be returned to OCJP along with the Grant Application.

CERTIFICATION REGARDING DEBARMENT, ET AL

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**Instructions for Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-recipients)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certificate, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participation agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENTS)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

(1) The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Name and Title of Authorized Official: John Cooper, Mayor of Metropolitan Government of Nashville and Davidson County

Name and Address of Authorizing Agency: Metropolitan Government of Nashville and Davidson County, 1 Public Square

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. **(Please check the box to the left)**

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name: N/A

Certifying Designee's Title:

Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING LOBBYING

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CERTIFICATION REGARDING LOBBYING

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OCJP for guidance, and may not proceed without the express prior written approval of OCJP.

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal grant, or cooperative agreement over \$100,000 as defined at CFR Part 69.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (2) If any funds other than Federal 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 Federal grant or cooperative agreement, the undersigned shall initial here N/A (Type **N/A** if not applicable) complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Name and Title of Authorized Official: John Cooper, Mayor of Met

Name and Address of Authorizing Agency: Metropolitan Government of

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

CERTIFICATION REGARDING LOBBYING

(PAGE 2 OF 2)

☐ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. **(Please check the box to the left)**

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name: N/A _____

Certifying Designee's Title: _____

Certifying Designee's Address: _____

Certifying Designee's Address: _____

Please complete all certifications, print them, and then sign & date each certification

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 OF 2)

**TENNESSEE CERTIFICATION OF COMPLIANCE
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS
FOR SUBGRANTS ISSUED BY
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS**

INSTRUCTIONS: Complete the identifying information below. Read this form completely, identifying the person responsible for reporting civil rights findings in certification #3. Please obtain the signature of the Authorized Official on page 2, forward a copy of this form to the person identified in #3 and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 Rosa L Parks Avenue, Suite 1800, Nashville, Tennessee 37243-1102 with your signed contracts.

Agency Name: Juvenile Court **Project Director's Name:** Shelley Hudson
Agency Address: 100 Woodland Street Nashville, TN 37203 **Project Director's Phone:** Special Projects Program 615-253-1100
Grant Project Title: Wrapping Around Families **F**
Grant Start Date: July 15, 2022 **Grant End Date:** June 30, 2023
Grant Duration: July 15, 2022 - June 30, 2023 **Grant Amount:** 500,000.00

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:

All subgrantee recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

1. I certify that this agency will maintain data (and submit when required) to ensure that:
 - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
 - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
 - c. all projects and activities of our agency will take reasonable steps to provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
 - d. I certify that this agency will register within 60 days of award start date with the [Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity \(EEO\) Program Reporting Tool](#) to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at: <https://ocr-eeop.ncjrs.gov>.
2. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
 - a. Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - b. Victims of Crime Act (42 U.S.C. § 10604(e));
 - c. Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
 - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
 - h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
 - i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
 - j. Violence Against Women Act (VAWA) of 1994, as amended, 42 U.S.C. § 13925(b)(13)

CERTIFICATION OF CIVIL RIGHTS COMPLIANCE**(PAGE 2 OF 2)**

3. I also certify that this agency will report all civil rights complaints and findings of discrimination, if any, to the Tennessee Office of Criminal Justice Programs, within the Department of Finance and Administration, in compliance with Chapter XXII of the Grant's manual, and with 28 CFR 42.202(c). Any such findings will be provided within 45 days of the complaint or finding and/or if the finding occurred **within 3 years prior to the** grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to the person responsible for reporting civil rights complaints and findings of discrimination, as identified below:

Name: Shelley Hudson**Title:** Special Projects Program **Phone:** 615-862-8079**Address:** 100 Woodland Street **City & State:** Nashville, TN**Zip Code:** 37219-6306

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

☒ **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. **(Please click the box to the left)**

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):

(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name: N/A

Certifying Designee's Title:

Please complete all certifications, print them, and then sign & date each certification

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING FFATA

(PAGE 1 OF 2)

TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable database, accessible by the public at no cost, that includes information about where and how federal funds are spent. This includes information on grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance funded with federal funds. That searchable database can be found through the internet. For more information about where and how federal funds are spent, please visit www.USASpending.gov.

Executive Compensation Reporting: FFATA requires you to provide the names and total compensation of your agency's five (5) most highly compensated executives (i.e., Officers, Managing Partners, Executive Directors, or any other highly compensated employee in a management position) if you meet the following criteria:

- 80 percent or more of the Authorizing Agency's annual gross revenues are from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; **and**
- \$25,000,000 or more in annual gross revenues are from Federal procurement contracts, and Federal financial assistance subject to the Transparency Act; **and**
- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

If Executive Compensation Reporting does **NOT** apply to your Grant Project, then please **skip** the Executive Compensation Reporting table below and proceed to page 2 to **complete the remainder of the Certification**.

If Executive Compensation Reporting **applies** to your Grant Project, then please report the name, title, and compensation of the top five executives of your organization in the table below and then proceed to page 2 to complete the remainder of the Certification.

EXECUTIVE COMPENSATION REPORTING FOR TOP FIVE (5) EXECUTIVES OF THE AUTHORIZING, APPLICANT AGENCY

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:
Charles Starks	Pres/CEO Conv Center	351,918.00
Scott Potter	Water Services Director	243,062.80
Gill Wright	Chief Medical Director	235,000.00
Stephan Bland	Chief Exc Officer MTA	225,371.00
John Drake	Police Chief	220,646.00

CERTIFICATION REGARDING FFATA

(PAGE 2 OF 2)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Name and Title of Authorized Official: John Cooper, Mayor Metro

Name and Address of Authorizing Agency: Metropolitan Government of

"The Authorized Official certifies that, to the best of his or her knowledge and belief, the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in Attachment A)."

☒ **Certification:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does apply to this Agency and I am fully cognizant of our duties and responsibilities under this Certification. **(Please click the box to the left)**

☐ **Not Applicable:** I certify, by my signature at the end of this form, that I have read this and the Executive Compensation Reporting requirement does not apply to this Agency as a result of the explanation below: **(Please check the box to the left & provide an explanation below)**
Explanation:

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name: N/A

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

Please complete all certifications, print them and then sign & date each certification.

 Authorized Signature of the Applicant Agency:

 Date:

**Requirement to report actual or imminent breach of
Personally Identifiable Information (PII)**

The grantee agrees to assist Office of Criminal Justice Programs in complying with OMB Circular A-130.

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OCJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Name and Title of Authorized Official: John Cooper, Mayor Metropolitan Government of Nashville and Davidson County, Tennessee

Name and Address of Authorizing Agency: Metropolitan Government of Nashville and Davidson County, Tennessee

Authorized Signature of the Applicant Agency

Date



Tennessee Department of Finance and Administration

Office of Criminal Justice Programs

312 Rosa Parks Ave, Ste. 1800

Nashville, TN 37243-1102

High-Risk Designation Certification

The Office of Criminal Justice Programs (OCJP) subrecipients of Department of Justice (DOJ) funds are required to disclose whether the subrecipient is designated "high risk" by a federal grant-making agency. If the subrecipient 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 subrecipient must disclose that fact and certain related information to Office of Criminal Justice Programs (OCJP) by emailing the Program Manager.**

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 recipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient high risk,
2. The date the recipient was designated high risk,
3. 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.

The recipient agrees to comply with any additional requirements that may be imposed by the OCJP during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Name and Title of Authorized Official or Designee: John Cooper, Mayor of the 

Name and Address of Authorizing Agency: Metropolitan Government of Nashy 

Authorized Signature of the Applicant Agency or Designee

Date

CERTIFICATION REGARDING NON-SUPPLANTING**NON-SUPPLANTING CERTIFICATION**

This is to certify that I have read, understand, and agree to ensure that federal funds will not be used to supplant or replace funds or other resources that would otherwise have been made available or previously budgeted for this project.

Name and Title of Authorized Official: John Cooper, Mayor of the Metropolitan Government 

Name and Address of Authorizing Agency: Metropolitan Government of Nashville and Davidson County 


"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in attachment A)."

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace State or local funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Supplanting and job retention

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

 **Certification:** I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. **(Please click the box to the left)**

NAME, TITLE, AND ADDRESS OF CERTIFYING DESIGNEE (IF DIFFERENT FROM AUTHORIZED OFFICIAL):
(Please click & complete the name, title, & address form field text boxes below, if applicable)

Certifying Designee's Name: N/A

Certifying Designee's Title:

Certifying Designee's Address:

Certifying Designee's Address:

Please complete all certifications, print them, and then sign & date each certification

Authorized Signature of the Applicant Agency:

Date:

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1168

Mr. President –

I hereby move to amend Ordinance No. BL2022-1168 by amending Section 2, proposed Metropolitan Code of Laws Section 9.20.060, as follows:

The metropolitan Nashville police department shall be responsible for the enforcement of violations of this chapter. In addition to enforcement by the metropolitan Nashville police department, the department of codes administration shall also be responsible for the enforcement of the provisions of Sections 9.20.010.A and 9.20.020.A.

SPONSORED BY:

Burkley Allen
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1250

An Ordinance to amend Title 2 of the Metropolitan Code of Laws to create the Nashville Entertainment Commission.

WHEREAS, Tennessee's entertainment sector includes more than 28,000 workers at 1,500 businesses. Over the last decade, motion picture and video production has grown by 57 percent and music production has grown by 37 percent; and

WHEREAS, in order to manage and foster this growth, the Metropolitan Government desires create a dedicated commission to assist and support the entertainment sector in Nashville and Davidson County; and

WHEREAS, a dedicated entertainment commission would help support and promote the entertainment industry, including its workforce, business services, and talent, by recruiting new entertainment projects to the state; and by helping local productions grow and enhance business; and

WHEREAS, an entertainment commission would foster Nashville and Davidson County's entertainment economy, including film, music, television, commercials, applied design, interactive media, and video games ~~and virtual reality projects~~; and

WHEREAS, in 2018 the Tennessee Entertainment Commission and Tennessee Department of Economic and Community Development ("ECD") proposed and secured the passage of legislation for an expansion of the Visual Content Act to enable incentives to include feature films, television, video games, animation, digital entertainment and music scoring; and

WHEREAS, in 2021 the Tennessee Entertainment Commission and ECD proposed and secured passage of legislation for a new Franchise and Excise ("F&E") Tax Credit that could be applied to all entertainment industry categories served by the Tennessee Entertainment Commission which would also impact projects created in Nashville; and

WHEREAS, the Nashville Entertainment Commission would work with the Tennessee Entertainment Commission in order to optimally utilize the new F&E tax incentive to generate much greater levels of entertainment industry activity in the Nashville area; and

WHEREAS, it is the desire of the Metropolitan Government for a newly created Nashville Entertainment Commission (NEC) to be temporarily staffed by the Mayor's Office of Economic and Community Development ~~while endeavoring to establish a permanent~~ and will work with the Office of Music, Film and Entertainment in the future; and

WHEREAS, the creation of an entertainment commission is to the benefit of the citizens of Nashville and Davidson County.

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

Section 1. That Title 2 of the Metropolitan Code of Laws is hereby amended by creating a new Chapter 2.147 as follows:

Chapter 2.147 – Nashville Entertainment Commission

2.147.010 – Established.

There is hereby established a commission to be known as the “Nashville Entertainment Commission”, referred to in this chapter as “commission.”

2.147.020 – Definitions.

“Music industry” means commercial activity that involves the production, distribution, and sale of music. Occupations in the music industry include, but are not limited to, recording artists, musicians, songwriters, composers, music producers, record label executives, recording studio owners, recording engineers, music venue owners, and music marketing professionals.

“Film industry” means commercial activity that involves the production, distribution, and sale of film and television. Occupations in the film industry include, but are not limited to, actors, film and television studio executives, screenwriters, directors, casting agents, film and television producers, crew members, editors and film and television marketing professionals.

“Entertainment industry” means commercial activity that involves the production, distribution, and sale of entertainment, including the music industry and film industry. Occupations in the entertainment industry include, but are not limited to, occupations in the music industry, occupations in the film industry, managers, publicists, stylists, theatre companies, playwrights, theater directors, location scouts, videographers, voiceover artists, video game designers, and video game developers.

2.147.030 – Membership and term of office.

- A. The commission shall be composed of 15 members. Six members shall be appointed by the metropolitan council, four members shall be appointed by the mayor, and five members shall be nominated by members of the public and selected by the metropolitan council.
- B. All members of the commission, including those members nominated by the public, shall hold occupations in either the film industry, music industry, and/or entertainment industry and must have at least five years of experience in their occupation. One Two members must be a representatives of an entertainment industry union, five members must be representatives of the music industry, five members must be representatives of the film industry, and four members must be representatives of the entertainment industry. No more than eight members on the commission may be representatives from either the film industry or the music industry at any one time.
- C. The commission shall be comprised of members that represent the diversity of the residents of Nashville and Davidson County.
- D. Members of the commission shall serve without compensation.
- E. Except for the initial appointees, commission members shall serve staggered five-year terms. Of the initial members appointed, three members shall be appointed for one year, three members shall be appointed for two years, three members shall be appointed for three years, three members shall be appointed for four years, and three members shall be appointed for five years.

2.147.040 – Purpose of the commission.

The purpose of the commission shall be to:

- A. Promote the production of music, television, film, commercials, documentaries, music videos, and video games in Nashville and Davidson County;
- B. Market Nashville and Davidson County to regional, national, and international opportunities;
- C. Promote job creation and economic development related to music, television, film, documentaries, music videos, and video games in Nashville and Davidson County; and
- D. ~~Promote gender and racial equity in the entertainment industry.~~ Foster an equitable and inclusive creative industries economy that benefits the residents and businesses of Nashville and Davidson County.

2.147.045 – Initial goals of the commission.

The initial goals of the commission shall be to:

- A. Create a strong brand identity for Nashville and Davidson County, TN related to the creative economy;
- B. Be in the top 10 cities and counties in the United States for creative industries;
- C. Provide significant and sustained investment in the creative industries in Nashville; and
- D. Help Nashville and Davidson County grow its own workforce for the creative industry

2.147.050 – Powers and duties.

In order to carry out and facilitate the commission's general purposes, it shall have authority to:

- A. Elect a chair and such other officers as it may deem necessary to carry out the functions and duties of the commission;
- B. Promulgate and maintain its own regulations and bylaws; and
- C. Conduct its affairs and select advisory committees or panels of experts as necessary to assist in the discharge of its duties.

2.147.060 – Staffing

The work of the commission shall be managed and carried out by the director and staff of the mayor's office of economic and community development.

~~The director of the mayor's office of economic and community development shall serve as executive director to the commission.~~

Section 2. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Joy Styles
Members of Council

SUBSTITUTE ORDINANCE NO. BL2022-1250

An Ordinance to amend Title 2 of the Metropolitan Code of Laws to create the Nashville Entertainment Commission Industry Board.

WHEREAS, while it is recognized that the Music Recording and Live Event Industries have historically generated billions of dollars annually, and have prospered from industry focused Commissions and Boards over the past 25 years, the Nashville motion picture and television industries are in a completely different situation, because unlike music focused business's, the motion picture and television industry has been substantially and critically impacted and challenged by the advent of film incentives enacted by competing cities or states; and

WHEREAS, the Nashville Film Office that was originally formed in 1993 was substantially impacted through six different incarnations across three different Mayoral Administrations, where each new Administration used its incoming prerogative to reconstruct the Office, from its own independent entity, to a department under the Mayor's Office of Economic and Community Development, with increasing instability and limited effectiveness, ultimately eroding the Office in function and budget until 2007, when it was disbanded completely and the film permitting function moved the Parks Department; and

WHEREAS, in 2001 a group of film & television industry executives and production companies formed FilmNashville to collectively solicit out of state business and to foster a relationship between a Nashville Film Office and the Tennessee Film Commission, the group set up offices within the then Convention and Visitors Bureau in 2004, and to its credit, succeeded in compiling the first film/television Location and Production directory, which is still in use today; and

WHEREAS, in 2006, the State of Tennessee, via the Tennessee Film Commission, passed the Visual Content Act to compete with cities and states that already had or would soon create film incentives in the form of rebates, and/or transferable tax credits; and

WHEREAS, the Tennessee Film Commission subsequently changed its brand to the Tennessee Entertainment Commission to include other entertainment industries; and

WHEREAS, in 2018 the Tennessee Entertainment Commission and Tennessee Department of Economic and Community Development ("ECD") proposed and secured the passage of legislation for an expansion of the Visual Content Act to enable incentives to include feature films, television, video games, animation, digital entertainment and music scoring; and

WHEREAS, in 2021 the Tennessee Entertainment Commission and ECD proposed and secured passage of legislation for a new Franchise and Excise ("F&E") Tax Credit that could be applied to all entertainment industry categories served by the Tennessee Entertainment Commission; and

WHEREAS, any entertainment industry entity within Nashville will need to work with, and be in alignment with, the Tennessee Entertainment Commission in order to optimally utilize the new F&E tax incentive to generate much greater levels of entertainment industry activity in the Nashville area; and

WHEREAS, with the establishment of a Nashville Entertainment Industry Board, both the recruitment of out-of-state projects and development of locally created content would help drive tourism and additional tax revenues to Metro Nashville and further facilitate the packaging,

financing, and global distribution of intellectual property content created and owned by Nashvillians; and

WHEREAS, a Nashville Entertainment Industry Board that can both recruit and develop projects requires membership comprised of business leaders who have national and international relationships that can have bona fide transformational economic impacts; and

WHEREAS, there is a lack of diversity in the motion picture and entertainment industries of Nashville, not due to employer mandates, but because more thorough training and aspirational information is necessary at high school levels in all neighborhoods, with a coherent process established to flow students interested in entertainment careers upward to Nashville vocational colleges and universities, such a strategy for diversity would enrich the content created in Nashville; and

WHEREAS, the Tennessee Entertainment Commission has indicated that it would officially recognize an Entertainment Industry entity positioned in the Nashville Chamber of Commerce, the Nashville Convention & Visitors Corporation, or the Mayor's Office.

~~WHEREAS, Tennessee's entertainment sector includes more than 28,000 workers at 1,500 businesses. Over the last decade, motion picture and video production has grown by 57 percent and music production has grown by 37 percent; and~~

~~WHEREAS, in order to manage and foster this growth, the Metropolitan Government desires create a dedicated commission to assist and support the entertainment sector in Nashville and Davidson County; and~~

~~WHEREAS, a dedicated entertainment commission would help support and promote the entertainment industry, including its workforce, business services, and talent, by recruiting new entertainment projects to the state; and by helping local productions grow and enhance business; and~~

~~WHEREAS, an entertainment commission would foster Nashville and Davidson County's entertainment economy, including film, music, television, commercials, video games and virtual reality projects; and~~

~~WHEREAS, it is the desire of the Metropolitan Government for a newly created Nashville Entertainment Commission (NEC) to be temporarily staffed by the Mayor's Office of Economic and Community Development while endeavoring to establish a permanent Office of Music, Film and Entertainment in the future; and~~

~~WHEREAS, the creation of an entertainment commission is to the benefit of the citizens of Nashville and Davidson County.~~

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

Section 1. That Title 2 of the Metropolitan Code of Laws is hereby amended by creating a new Chapter 2.147 as follows:

Chapter 2.147 – Nashville Entertainment ~~Commission~~ Industry Board

2.147.010 – Established.

There is hereby established a Board to be known as the “Nashville Entertainment ~~Commission~~ Industry Board”, referred to in this chapter as “~~commission.~~” “Board.”

2.147.020 – Definitions.

“Music industry” means commercial activity that involves the production, distribution, and sale of music. Occupations in the music industry include, but are not limited to, recording artists, musicians, songwriters, composers, music producers, record label executives, recording studio owners, recording engineers, ~~music venue owners,~~ financing executives, publishing rights organization executives, and music marketing professionals.

“Film industry” means commercial activity that involves the production, distribution, and sale of film and television. Occupations in the film industry include, but are not limited to, actors, ~~film and~~ television studio executives, screenwriters, directors, casting agents, ~~film and~~ television producers, crew members, editors, and location scouts, videographers, voiceover artists, digital designers, film/television funding financiers, and ~~film and~~ television marketing professionals.

“Entertainment industry” means commercial activity that involves the production, distribution, and sale of entertainment, including the music industry and film industry. Occupations in the entertainment industry include, but are not limited to, occupations in the music industry, occupations in the film industry, entertainment related bankers, packaging/distribution financiers, managers, publicists, stylists, theatre companies, playwrights, theater directors, ~~location scouts, videographers, voiceover artists, video game~~ digital gaming designers, graphic software architects and ~~video game developers~~ other not listed entertainment industry marketing professionals.

2.147.030 – Membership and term of office.

The ~~commission~~ Board shall be composed of ~~45~~ 9 members. ~~Six members shall be appointed by the metropolitan council, four members shall be appointed by the mayor, and five members shall be nominated by members of the public and selected by the metropolitan council. Two members shall be appointed by the mayor and confirmed by the council. Three members shall be elected by the council. Two members shall be selected by the council from nominations submitted by the Nashville Convention & Visitors Corporation. Two members shall be selected by the council from nominations submitted by the Nashville Chamber of Commerce. One member must be a representative of an entertainment industry union, five members must be representatives of the music industry, five members must be representatives of the film industry, and four members must be representatives of the entertainment industry. All members shall hold occupations in either the Film Industry, Music Industry, or the Entertainment Industry (as defined herein) and should have substantial business relationships for the recruitment of productions both locally and out-of-state, or have existing relationships with project packaging entities, equity and lender financiers, world-wide sales agents, domestic and international distributors, merchandising specialists, and revenue collection companies for monetizing intellectual properties created in Nashville. Members of the commission Board shall serve without compensation. Except for the initial appointees, commission Board members shall serve staggered five three-year terms. Of the initial~~

members appointed, three members shall be appointed for one year, three members shall be appointed for two years, and three members shall be appointed for three years, ~~three members shall be appointed for four years, and three members shall be appointed for five years.~~

2.147.040 – Purpose of the ~~commission~~ Board

The purpose of the ~~commission~~ Board shall be to:

A. Endeavor to work closely with the Tennessee Entertainment Commission to establish and maintain operational connectivity to franchise & excise tax incentives and other opportunities for recruitment, promotion, and development of entertainment projects.

B. Provide necessary permitting, facilitation of locations for production through recommendation of available location scouts and managers, relations as necessary with police, fire department and security, maintenance of a directory of production personnel, vendors, soundstages, equipment rental, and all pragmatics that might be required for productions on any scale.

C. Establish, maintain and grow business relationships related to recruitment of entertainment industry to Nashville and Davidson County and development and promotion of the entertainment industry in Nashville and Davidson County, including the promotion of activities that merge different sectors of the entertainment industry, as well as economic development and job creation related to the entertainment industry.

D. Establish, maintain and grow awareness of entertainment industry opportunities throughout all neighborhoods in Nashville, including facilitating greater awareness at high schools in Metro Nashville of potential careers in the entertainment industry, facilitating practical pathways and training into Nashville vocational schools, two-year colleges, and university programs, culminating in guidance to career and business opportunities in the private sector.

~~A. Promote the production of music, television, film, commercials, documentaries, music videos, and video games in Nashville and Davidson County;~~

~~B. Market Nashville and Davidson County to regional, national, and international opportunities;~~

~~C. Promote job creation and economic development related to music, television, film, documentaries, music videos, and video games in Nashville and Davidson County; and~~

~~D. Promote gender and racial equity in the entertainment industry.~~

2.147.050 – Powers and Duties.

In order to carry out ~~and facilitate the commission's general~~ the Board's purposes, ~~it~~ the Board shall have authority to:

~~A. Elect a chair and such other officers as it may deem necessary to carry out the functions and duties of the commission~~ Board.

~~B. Promulgate and maintain its own regulations and bylaws; and~~ for the Board.

C. Authorize and create committees focused on each of the following: recruitment of entertainment to Nashville and Davidson County, development of local entertainment opportunities, and awareness of career and business opportunities in the entertainment industry.

~~C. Conduct its affairs and select advisory committees or panels of experts as necessary to assist in the discharge of its duties.~~

2.147.060 – Staffing.

The executive director shall conduct the day-to-day business herein prescribed and hire additional staff, as necessary, to facilitate recruitment, development and daily functions of the responsibilities herein granted to the Board. The director of the mayor's office of music, film and entertainment, or in the absence of such office, the director of the mayor's office of economic and community development, shall serve as the executive director to the Board.

~~The director of the mayor's office of economic and community development shall serve as executive director to the commission.~~

Section 2. This Ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Robert Swope
Member of Council

AMENDMENT NO.____
TO
ORDINANCE NO. BL2022-1269

Mr. President –

I move to amend Ordinance No. BL2022-1269 by amending Section 1, proposed Section 2.80.020, Subsection B, as follows:

- B. The members of the board of fire and building codes appeals shall be qualified in one of the following fields: building and development, architecture, contracting, engineering, or fire prevention. At least three different fields must be represented on the board at any given time.

SPONSORED BY:

Burkley Allen
Member of Council