
GRANT SUMMARY SHEET

Grant Name: 2023 Violent Crime Intervention Fund 23-25

Department: POLICE DEPARTMENT

Grantor: TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS

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

Total Award this Action: \$3,000,000.00

Cash Match Amount \$0.00

Department Contact: Lt. Kelly Cantrell
880-2850

Status: CONTINUATION

Program Description:

The Violent Crime Intervention Fund Grant provides grant funds for local law enforcement agencies to implement evidence-based programs, technology, and strategies that will reduce violent crime in our communities. The funding from this grant will be utilized for technology upgrades, police support and towards implementing a new Group Violence Intervention Program. \$2,350,000.00 of this funding will go towards capital purchases. Therefore, the indirect costs are derived from the remaining \$650,000.00.

Plan for continuation of services upon grant expiration:

N/A

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
POLICE DEPARTMENT ▼	031	Lt. Kelly Cantrell			880-2850		
Grant Name:	2023 Violent Crime Intervention Fund 23-25						
Grantor:	TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS ▼				Other:		
Grant Period From:	08/01/23	<small>(applications only)</small> Anticipated Application Date:		01/15/23			
Grant Period To:	06/30/25	<small>(applications only)</small> Application Deadline:		01/16/23			
Funding Type:	STATE ▼	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	▼	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE ▼	Total Award:		\$3,000,000.00			
Status:	CONTINUATION ▼	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior. ▼	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:						Applic. Submitted Electronically? <input type="checkbox"/>	
<p>The Violent Crime Intervention Fund Grant provides grant funds for local law enforcement agencies to implement evidence-based programs, technology, and strategies that will reduce violent crime in our communities. The funding from this grant will be utilized for technology upgrades, police support and towards implementing a new Group Violence Intervention Program. \$2,350,000.00 of this funding will go towards capital purchases. Therefore, the indirect costs are derived from the remaining \$650,000.00.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
Program costs will be absorbed into the MNPD operating budget							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?					Fund	Business Unit	
Is not budgeted?					Proposed Source of Match:		
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:			0.00		Actual number of positions added: 0.00		
Departmental Indirect Cost Rate			31.20%		Indirect Cost of Grant to Metro: \$936,000.00		
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No			% Allow. 9.09%		Ind. Cost Requested from Grantor: \$51,100.00 in budget		
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input checked="" type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24	\$0.00	\$2,500,000.00	\$0.00	\$0.00		\$0.00	\$2,500,000.00	\$780,000.00	\$51,100.00
Yr 2	FY25	\$0.00	\$500,000.00					\$500,000.00	\$156,000.00	\$0.00
Yr 3	FY__									
Yr 4										
Yr 5	FY__									
Total		\$0.00	\$3,000,000.00	\$0.00	\$0.00		\$0.00	\$3,000,000.00	\$936,000.00	\$51,100.00
Date Awarded:				05/18/23	Tot. Awarded: \$3,000,000.00		Contract#:		N/A	
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact:

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



Rev. 10/31/12
5648

GCP Received 05/19/2023

GCP Approved 05/24/2023



May 17, 2023

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

Dear Mayor Cooper:

Enclosed is the contract for your FY2024 VCIF award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract and Certification Packet** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. All signed contracts must be submitted electronically. Please return the contract to the enclosed address by **Tuesday, July 18, 2023**. Please contact your Project Management Specialist (see below) with any concerns or questions.

***Note, please return the entire document packet, with signature pages included (rather than just a signature page).**

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: At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal).

Your Project Management Specialist is Ben Weinstein. For questions or assistance regarding this contract, please contact Ben Weinstein, at (615) 687-7061, or email Benjamin.Weinstein@tn.gov.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Brinkman". The signature is written in a cursive, flowing style.

Jennifer Brinkman
Director

cc: Michael Park, Sergeant
File



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 8/1/2023	End Date 6/30/2025	Agency Tracking # -	Edison ID		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A Grantee's fiscal year end: June 30			
Service Caption (one line only) VCIF, Formula Based Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24	\$2,500,000.00				\$2,500,000.00
FY25	\$500,000.00				\$500,000.00
FY26					
TOTAL:	\$3,000,000.00				\$3,000,000.00
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.			<i>CPO USE - GG</i>		
Speed Chart FA00003518		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 Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees

of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 8/1/2023 ("Effective Date") and extend for a period of Twenty Three (23) months 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 Three Million Dollars (\$3,000,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024 and Attachment A-1 for fiscal year 2025, 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. 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:

Ben Weinstein, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Benjamin.Weinstein@tn.gov
Telephone # (615) 687-7061

The Grantee:

Michael Park, Sergeant
Metropolitan Nashville Police Department
600 Murfreesboro Pike P.O. Box 196399
Nashville, Tennessee 37219
Email: michael.park@nashville.gov
Telephone # (615) 862-7077

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year (“EOFY”) (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with 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.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state

sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of 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. 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.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

See next page

GRANTEE SIGNATURE

DATE

John Cooper, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:


JIM BRYSON, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
2023 Violent Crime Intervention Fund Grant**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**




John Drake
Chief of Police

5-18-23

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kelly Flannery
Director
Department of Finance

6/5/2023 | 12:25 PM CDT

Date

APPROVED AS TO RISK AND INSURANCE:




Director of Insurance

6/8/2023 | 8:25 AM CDT

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

6/7/2023 | 11:30 AM CDT

Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ID 3565

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET**

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VCIF

Required Information on Authorizing Agency: Name: Metropolitan Government of Nashville and Davidson Federal ID Number (FEIN): 2-62069474 DUNS Number: <input type="text"/> SAM Expiration Date: <input type="text"/> Fiscal Year End Date: June 30		Implementing Agency: Name: Metropolitan Nashville Police Department Address: 600 Murfreesboro Pike P.O. Box 196399 Nashville, TN 37219-	
Will You Have Any Subcontracts? <input type="text" value="No"/>			
Project Title: Formula Based Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) John Cooper, Mayor 1 Public Square Suite 100 Nashville, 37201		Phone Number: (615) 862-6000 EXT: <input type="text"/>	E-Mail Address: mayor@nashville.gov
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Michael Park, Sergeant 600 Murfreesboro Pike P.O. Box 196399 Nashville, 37219		Phone Number: (615) 862-7077 EXT: <input type="text"/>	E-Mail Address: michael.park@nashville.gov
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Samir Mehic, Finance Manager 600 Murfreesboro Pike P.O. Box 196399 Nashville, 37219		Phone Number: (615) 862-7362 EXT: <input type="text"/>	E-Mail Address: samir.mehic@nashville.gov
County/Counties Served (Type ALL if Statewide): Davidson <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			
U.S. Congressional District(s): <input type="text" value="5"/>			

**Formula Based Grant - Scope of Services
Violent Crime Intervention Fund Grant
FY 2023-2025**

APPLICANT AGENCY NAME: Metropolitan Nashville Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

- A.1. Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.

The Metropolitan Nashville Police Department (MNPd) provides services to all of Nashville and Davidson County, which encompasses 504.03 square miles. According to the 2020 census data, the Nashville and Davidson County Metropolitan Area is most populated area in the State of Tennessee with a total population of 689,504 people. Out of the 689,447 people, approximately 55 % (380,838) are Caucasian, 24.5% (169,349) are African American and another 20% (139,260) identified as other races.¹

Similar to other areas throughout the nation, in recent years the Nashville and Davidson County Metropolitan Area has seen a sharp increase in violent crime. From 2019 to 2021 the Nashville and Davidson County Metropolitan Area has seen a 7.65% increase in violent crime (8,176 offenses in 2021 compared to 7,573 in 2019). 29.5 % (2,526) of the victims are between the ages 20-29, 23.9% (2,044) of the victims were between the age of 30-39 and 12.02 % (1,048) of the victims were between the age of 10-19. 49.2 % (4,207) of the victims of violent crime were White and 47.8 % (4,091) were African American. Over 66% of the victims did not know the suspect or the relationship to the offender was unknown. Most of these violent crimes take place in highly populated areas such as residences, parking garages and on the street. In these instances, 3,069 some type of firearm was utilized in the crime.²

While the crime data from the Federal Bureau of Investigation has not been released for 2022, data from the Metropolitan Nashville Police Department CompStat report has shown that there has been a 21.5% increase in violent crime offenses in Central Precinct. It should be noted that most of the Central Precinct is contained in the downtown corridor with Entertainment District contributing to many of those violent crime offenses.³

- A.2. Based on the information provided above, please identify which target crime

¹[https://data.census.gov/profile/NashvilleDavidson metropolitan government \(balance\), Tennessee?g=1600000US4752006](https://data.census.gov/profile/NashvilleDavidson%20metropolitan%20government%20(balances),%20Tennessee?g=1600000US4752006)

² <https://crime-data-explorer.app.cloud.gov/pages/explorer/crime/crime-trend>

³ [http://pdvmappr05/ca/doc/compstat/2022/20221203 Crime Initiative Book.pdf](http://pdvmappr05/ca/doc/compstat/2022/20221203%20Crime%20Initiative%20Book.pdf)

types, victim types, hot spots, and other areas and issues of particular interest VCIF funding will help to address.

Based on the above information, the MNPDP will utilize resources from the Violent Crime Intervention Fund to pay particular attention to highly dense areas where young people between the ages of 10-39 congregate. The majority of these areas are located in the Downtown Entertainment District and low-income neighborhoods. In the Nashville and Davidson County Metropolitan Area, the following zip codes are included: 37207, 37218, 37208, 37076, 37115, 37206, 37216, 37211, 37217, and 37210. Furthermore, MNPDP plans on developing programs in engage youths aged 10 to 19 through a Police Activities League (PAL) program that would provide constructive and fun activities to facilitate the development of life-skills and positive relationships for its participants.

Through the newly created PAL, the MNPDP is attempting to reach out to young people between the ages of 10 and 19 to deter them from committing crimes or becoming victims of violent crimes. By engaging youth in competitive and recreational sports, the PAL program will create positive and constructive experiences for youth that will aid in their development of life skills. Research has shown that youth that participate in PAL programs not only develop athletic skills but also develop a sense of belonging in their community, establish diverse friendships, and learn how to take the initiative.⁴ The PAL program provides mentorship for at-risk youth via athletic programs in a safe, accepting environment. This type of community intervention has proven to positively impact the communities that they serve.

- A.3. Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?

In addressing the above issues, the Metropolitan Nashville Police Department faces several primary obstacles. Funding and a shortage of sworn personnel have been identified as the two most pressing issues. The Metropolitan Nashville Police Department struggles to acquire equipment for combating violent crime due to limited funding. The technology, training and equipment needed to fight violent crime are expensive budget items. Budgetary limitations result in these expensive equipment requests going unfunded.

Police departments nationwide face a shortage of sworn personnel when combating violent crime, and the MNPDP is no exception. Despite intense and targeted recruitment efforts, the MNPDP is having a difficult time maintaining even minimal patrol staffing levels. Due to limited manpower, the MNPDP has difficulty sending the appropriate number of officers to violent crime hot spots.

The VICF funding provided to MNPDP will allow for the formation of the PAL program to help build strong community relations and facilitate early intervention

⁴ Bean, Corliss & Forneris, Tanya. (2014). Participants' experiences of the Police Athletic League: Using sport as a vehicle to positive youth development. *ÁGORA para la Educación Física y el Deporte*. 16. 59-75.

in the lives of youths. Additionally, the VCIF funding will allow MNPD to purchase much needed equipment to provide officers with equipment that would better prepare them to respond to violent crime incidents, as well as enhance their intelligence and evidence gathering capabilities to better address the growing violent crime problem that exists in the Metro Nashville area.

A large portion of the VCIF funding will go towards the Community Safety Center. This Community Safety Center will allow MNPD personnel monitor safety cam cameras and other camera systems which are placed throughout the city in key locations, where violent crimes are prevalent. MNPD personnel will be able to provide key information (i.e. suspect description, vehicle direction, direction of travel, etc.) to MNPD patrol personnel as they respond to violent crimes throughout the city. This real time information will enhance the MNPD's ability to respond to these calls in a timely and effective manner. As a direct effect of this quick and effective response, the MNPD believes that this safety center will stop suspects from committing multiple offenses throughout the city by arresting before other crimes could be committed.

B. PURPOSE

- B.1. Please select one or more **GOAL** of the multijurisdictional/regional violent crime interventions your agency will implement with VCIF FORMULA funds:

Goal 1: Reduce Incidents of Juvenile Violent Crime

Objective 1.1: Improve early intervention in at-risk youth.

Activity 1.1.1: Form a PAL program

Activity 1.1.2: Work with vendor to procure equipment

Activity 1.1.3: Advertise the program to increase awareness of PAL and recruit participants.

Activity 1.1.4: Provide equipment and training to sworn personnel in the PAL Program.

Activity 1.1.5: Hold regularly scheduled activities that allow participants to use equipment and receive coaching and mentorship from assigned sworn personnel in the PAL Unit.

Goal 2: Increase the Closure Rates of Violent Crime Investigations by improving the quality of investigative resources and officer safety.

Objective 2.1: Improve officer safety so officers can more effectively respond to violent crime incidents and apprehend violent crime offenders.

Activity 2.1.1: Work with vendor to procure equipment, including ballistic shields, vests, night vision equipment, and laser sights for the Violent Crimes Division, the Special Investigation Division, and SWAT.

Activity 2.1.2: Provide equipment to personnel to be used during the course of their work.

Activity 2.1.3: Provide ongoing training utilizing ballistic equipment.

Objective 2.2: Improve real-time data and digital evidence capabilities allowing officers to more effectively respond to violent crime incidents and identify violent offenders.

Activity 2.2.1: Work with vendors to procure equipment for Community Safety Center.

Activity 2.2.2: Install/upgrade equipment in the Community Safety Center.

Activity 2.2.3: Provide training to officers/intelligence analysts/dispatch on the enhanced capabilities of the Community Safety Center.

Activity 2.2.4: Conduct community outreach via social media and community meetings to educate the public about the Community Safety Center.

Objective 2.3: Improve the prosecution of violent crime offenses.

Activity 2.3.1: Work closely with the District Attorney's office to seek prosecution of violent crime offenders utilizing improved digital evidence obtained from the Community Safety Center.

Goal 3: Increase intervention methods with incarcerated individuals to provide them with resources to reduce recidivism upon release. This goal will be funded with MNPD funds, and no grants funds will be utilized for this goal. However, this goal will help assist in lowering the number future violent crimes.

Objective 3.1: Improve the capabilities of incarcerated individuals upon release.

Activity 3.1.1: Establish partnership of GVI Unit with the Davidson County Sheriff's Office.

Activity 3.1.2: Identify other agencies who have GVI

Activity 3.1.3: Send personnel to the other agencies to learn best practices and policies of Group Violence Intervention.

Goal 4: Improve trust and cooperation among law enforcement and neighborhoods throughout the City of Nashville and Davidson County.

Objective 4.1: Increase interaction between law enforcement and communities.

Activity 4.1.1: Conduct community outreach activities and educational programs utilizing new audio/visual equipment.

Activity 4.1.2: Conduct and analyze Citizen Satisfaction Surveys.

C. COLLABORATION

- C.1. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.
1. Working with local faith-based organizations such as the Galilee Baptist Church to build trust and communication between MNPd and Community.
 2. Partnerships with DA's Office to enhance prosecution for repeat violent crime offenders through providing more video evidence of crimes for prosecution.
 3. Davidson County Sheriff Office and John Jay University to assist with MNPd's GVI Unit. John Jay University provides analysis of contributors to violent crime and possible remedies for reducing crime.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

- D.1. List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?

For the PAL Program:

Sets of boxing gloves (40) – These gloves will be utilized by youth in our PAL Boxing Program

Plastic Duty Totes (20) – Used to store boxing gloves and other supplies from the PAL Program

Metal Shelves (3) – To store the above Plastic Duty Totes

6' Folding tables (2) – Used by sworn personnel at PAL events throughout the city

Folding Chairs (4) - Used by sworn personnel at PAL events throughout the city

10'x10' Tent (2) - Used by sworn personnel at PAL events throughout the city

Enclosed trailer - Used by sworn personnel to transport supplies and equipment to PAL events throughout the city

Vehicle Gun Safe - Weapon Storage for police personnel while at events with Youth in the PAL program

Office Chairs (5) – Furniture for newly formed PAL Unit

Microsoft Surface Laptop Computer (5) - Used by sworn personnel while at PAL events throughout the city

For Officer Safety:

Tactical Vests (39) – Tactical vests with attachments vests will offer superior protection to high powered rifle and pistol ammunition during high risks interactions.

Ballistic Plates that fit in above tactical vests (78) - Level IIIA plates will offer superior protection to high powered rifle and pistol ammunition during high risks interactions.

Ballistic Shields (2) – A handheld shield which offers IIIA protection that can be utilized by detectives while conducting arrest operations

Ballistic Helmets with night vision mounts and hearing protection (54) – A complete ballistic helmet build that includes the ability to add hearing protection. Detectives are tasked with apprehending individuals who have committed a violent crime(s) and are usually armed with pistols with high-capacity magazines or rifles chambered in high velocity rounds.

Night Vision Goggles for helmets (35) – This equipment will enable detectives the ability to work under the cover of darkness when tracking or surveilling targets, when executing search warrants and/or arrests.

Night Vision Monocular (3) – This equipment will allow Violent Crime Detectives to conduct surveillance in nighttime operations.

Night Vision Mounts for helmets (14) – Allows the night vision goggles to be attached to the helmet, freeing hands for other purposes.

Electronic Hearing/Ear Protection for Ballistic helmets (54) – This equipment will allow Violent Crime detectives to effectively communicate between one another when executing search warrants and/or warrants on suspects in high volume situations.

Armor Express Soft Body Armor (39) – This body armor is worn under normal clothing worn by undercover detectives in a manner that is unnoticeable to other people.

Entry Tools (2) – These tools will make entry into doors/windows during arrest/search warrant operations for residences and vehicles

Handheld flashlights (14) – Rechargeable flashlights for nighttime operations

Lights for ballistic helmets (14) – A specific flashlight head that will mount to the flashlights. This will allow detectives to utilize a flashlight that can only be seen through the use of night vision goggles.

Next Generation Aiming Laser (19) – This aiming system will replace existing laser aiming systems utilized by SWAT while executing high risk warrants and search warrants related to violent crimes. The current models have reached the end of their service life and in need of being replaced.

Audio/Video Recording System for Interview Rooms at 3 locations. This equipment would implement Violent Crimes Investigations Interview Room Audio/Video Recording at the following Police Precinct Buildings; West Precinct, Madison Precinct, and Midtown Hills Precinct. This equipment includes the following: 3-Axis F44 Module, 3-Axis Q9216 Corner Mount Camera, 3-Axis F1025 Pinhole Sensor, 3-Axis T8353A Microphone, 3-Control Panel, wall mounted led status, cabling, conduit, infrastructure and installation.

For Community Engagement:

Audio-Visual Equipment for three precincts (Each Audio-Visual Equipment System has the following: 3-wall mounted output displays, 4 -floor/wall HDMI Inputs, 1 audio speaker system, 1 wireless microphone system, 3–85” 4K HDR Displays with mounting hardware, 2-18” Gooseneck Condenser Microphone, 2-wireless handheld microphone, 2-wireless Lavalier microphone, 12 speakers, 1 touch screen control panel, 1 AV equipment Rack, 1 Audio, video, control processor and 1–HDMI distribution amplifier) - This equipment would be used to upgrade the audio/visual capabilities for the police department to hold community outreach programs at police locations.

For Community Safety Center:

Audio/Visual Equipment for the Community Safety Center – This Audio/Visual equipment would be installed in the Community Safety Center and adjoining conference room. This equipment includes the following: CSC Audio Video Integration Equipment and Installation, Video Wall Monitor and control equipment for CSC Conference Room, Planar URX100 100in. Video Monitor with mount, control equipment, cabling, and installation, CSC Side wall video wall, CSC video monitors - Samsung TU700D 70in. Video monitors with mounts. This purchase would enable the analysts in the Community Safety Center to route audio and video sources from their consoles and other sources to the video wall and/or conference rooms linked to the CSC.

Servers and Racks for the servers – This equipment will furnish the server room with racks and server equipment to host various applications for display on the video wall and connected conference rooms in the Community Safety Center. This equipment includes 2- Dell Rack enclosure with PDU and KVM, 8- Dell rack-mountable server.

Integration Server (2) - This equipment would enable the Community Safety Center to combine multiple sources of information for real-time analysis.

Bridge Camera System – This equipment would be used to upgrade the bridge camera system for three bridges in downtown Nashville. Thermal and PTZ cameras would be added to these bridges to aid MNPd and other agencies in securing the Cumberland River and riverbank and provide Real Time Data. The following equipment is included in the upgrade: 6-FLIR Thermal A500F/A700F Camera, 10-Axis P1375 Fixed Camera, 6-Axis Q62 PTZ Camera, Cabling, conduit, & Infrastructure and Labor with Safety Harnessing over riverway.

Security Camera System – This equipment would upgrade the North Precinct Facility Camera system. The current system is not functioning properly and needs to be replaced with newer equipment. This equipment includes the following: Dell Recording Servers & Milestone Software, Axis Q6315 PTZ cameras, Axis P3247 Fixed cameras, Axis P3717 4 Sensor Cameras, Axis F44 Module, Axis Q9216, Corner Mount Camera, Axis F1025 Pinhole Sensor, Axis T8353A Microphone, 3-Control Panel and wall mounted LED status, cabling, conduit and infrastructure.

Safety Cam System (50) – This equipment would be used to place Cellular Safety Cam Enclosures at priority locations throughout the city for Real Time Data for the Community Safety Center. This equipment includes the following: Mobile Pro PowerSentry 6000 which has 1-35 AH Amp AGM Battery, 1-HIPOE 70W DC Power Injector, 1-Cradlepoint IBR 900 FirstNet Cellular Router, 1- 5 Port Network Switch, 1-LED Strobe Kit, 1- Fiber Patch Connector, 1- Axis P5655 PTZ Camera, 1- Cisco Meraki Z3C, 1- Seneca NVR and Milestone Software. Due to the amount of time it takes to construct each camera, 25 cameras will be purchased in the first year of the contract. An additional 25 cameras will be purchased in the second year of the contract.

Encoders for digital video systems – This equipment would provide the ability to convert analog video streams into digital video streams capable of being streamed into the Community Safety Center.

Cellular Bonding Technology – This equipment would provide the ability to utilize multiple connectivity methods to stream video into MNPD's Milestone Video Management System (VMS). This technology merges several sources of video together to better inform responding units of current information of active situations.

- D.2. List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.

The MNPD will not hire and/or subcontract any staff in this grant.

- D.3. Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above.

The following equipment will be utilized to help achieve Goal 1, reducing reported incidents of juvenile violent crime: boxing gloves, plastic totes, shelves, folding tables, folding chairs, tents, enclosed trailer, office chairs, Microsoft computers and vehicle gun safe. These pieces of equipment will be utilized for the newly formed PAL program. Specifically, the folding tables and chairs, tents will be utilized to register youth in the PAL events/programs. The computers will be utilized by sworn personnel to register youth, maintain records for events and access social media to promote PAL activities. The enclosed trailer will be utilized to transport the boxing equipment, tables, chairs and tents to activities throughout the city. This program is used as an outreach to youth to keep out gangs and other criminal activity

The following equipment will be utilized to help achieve Goal 2, increasing the closure rates of violent crime investigations: ballistic shields, ballistic vests, ballistic helmets, monocular night vision, soft body armor and new laser sights. These pieces of equipment will be utilized by our detectives in the Special

Investigations and Violent Crime Division, as well as SWAT. These units are used to respond to active violent crimes, investigate violent crimes or serve warrants on cases involving violent crimes. The purchase of this equipment will improve the safety of the officers during the course of their work

The following equipment will be utilized to help achieve Goals 2, increasing the Closure Rates of Violent Crime Investigations: servers with racks, center console and cubicle equipment, integration server, bridge camera system, security camera system, safety cam system, encoders and cellular bonding technology. All of this equipment is designated for the new MNPd Community Safety Center. The new Community Safety Center will provide up to the minute information from cameras all around the city to responding personnel to violent crime incidents. Thus, the equipment will provide a more effective response to violent crimes in the entire MNPd service area and reducing danger to personnel and the general public.

The Audio and Visual Equipment will assist us in achieving Goal 4, improving trust and cooperation among law enforcement and neighborhoods throughout the city. This equipment will allow the MNPd to hold community outreach programs at several MNPd locations throughout the city. The MNPd believes that community engagement is crucial in improving trust and cooperation among law enforcement and neighborhoods throughout the city.

D.4. What impact will this funding have on your agency's ability to respond to violent crime?

The first police officer that arrives at the scene of a violent crime is the often the driving force behind a successful crime scene investigation, apprehension and prosecution. The crime scene locale is where most of the physical evidence associated with the crime is obtained. Evidence is located, documented, and collected. Therefore, the importance of supplying the initial responding officer(s) with real-time information cannot be overstated.

The majority of this funding will be used to purchase equipment for the Community Safety Center. The Metropolitan Nashville Police Department will use the funding to purchase equipment that will provide officers responding to violent crime incidents with Real Time Data. As personnel receive current information from the Community Safety Center, responding personnel will receive updated information about the suspect(s), locations and events unfolding as they occur. Having this information will assist the police department in allocating the proper response to active situations, reducing the danger to personnel and the general public. This will result in a more effective response to violent crimes in the entire MNPd service area.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

PAL Timeline

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
60 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training	Project Director - Sgt. Michael C. Park
1 to 6 months	All equipment for PAL Program purchased	Lt. Jessica Ware
1 to 6 months	Sworn personnel selected	Lt. Jessica Ware
1 to 23 months	Recruitment of participants for the PAL program.	Lt. Jessica Ware
1 to 23 months	Regularly scheduled activities for participants to utilize equipment	Lt. Jessica Ware
End of contract period	Submit program output report	Project Director - Sgt. Michael C. Park

Officer Safety/ Community Safety Center

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
60 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training	Project Director - Sgt. Michael C. Park
1 to 11 months	Purchase of ballistic shields, helmets, vests, night vision equipment, and laser sights	Lt. Brandon Tennant and Sgt. Ryan Lockwood
3 to 11 months	Issue ballistic shields, helmets, vests, night vision equipment and laser sights.	Lt. Brandon Tennant and Sgt. Ryan Lockwood
1 to 23 months	Conduct training utilizing new equipment.	Lt. Brandon Tennant and Sgt. Ryan Lockwood
1 to 18 months	Purchase equipment for the Community Safety Center.	IT – Jason Anderson
3 to 23 months	Install and implement equipment for Community Safety Center.	IT – Jason Anderson
1 to 23 months	Provide training to officers, intelligence analysts, and dispatchers regarding the Community Safety Center	IT – Jason Anderson
1 to 23 months	Conduct community outreach and educational programs regarding the Community Safety	Project Director - Sgt. Michael C. Park

	Center.	
End of contract period	Submit program output report	Project Director - Sgt. Michael C. Park

GVI Unit Timeline

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
60 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training	Project Director - Sgt. Michael C. Park
1 to 6 months	Select personnel for GVI unit.	Capt. Anthony Brooks
1 to 6 months	Identify successful GVI programs nationwide.	Capt. Anthony Brooks
1 to 23 months	Training for GVI unit personnel in partnership with other programs to learn best practices.	Capt. Anthony Brooks
End of contract period	Submit program output report	Project Director Sgt. Michael C. Park

E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate **OUTPUTS** from the **VCIF Abstract** and include **any additional Outputs your strategy will yield:**

- # Equipment items purchased for PAL activities
- # Equipment items purchased for Officer Safety
- # Equipment items purchased for Community Engagement
- # Equipment items purchased for Community Safety Center
- Hold 4 PAL events per year with utilize the equipment listed previously
- Have at least 50 new individuals attend the PAL Events

F. DATA COLLECTION AND INFORMATION SHARING

F.1. Please describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

The Metropolitan Nashville Police Department utilizes its Crime Analysis Unit.

Crime Analysis to aid in a systematic analytical process to identify and map the patterns and trends of crime and other data to produce timely and pertinent information relative to crime and other matters occurring within Davidson County. Crime Analysis is critical in determining the operational use of resources, to aid the investigative process, and to guide the allocation of personnel and equipment.

Crime Analysis supports a number of department functions, including operational units such as patrol, crime suppression, the various investigative units at the precinct level and across the department, in addition to the planning, crime prevention, and administrative elements of the MNPd. This is primarily accomplished through the weekly CompStat process. CompStat (short for Computer Statistics) is essentially an organizational management tool used by the MNPd and many other law enforcement agencies. It was created primarily to provide the framework for a dynamic approach to crime reduction, to address community quality of life issues, and as a guiding tool for personnel and resource management. The elements of COMPSTAT consist of four distinct principles: Accurate and Timely Intelligence, Effective Tactics, Rapid Deployment, and Relentless Follow-up and Assessment.

The MNPd will continually monitor and analyze violent crimes in all areas of its service delivery area to develop crime reduction and case clearance strategies made possible by initiatives funded through this grant opportunity.

G. ACCOUNTABILITY

- G.1. Describe how this funding will have long term impact on the violent crime in your region.

Through this funding the Metropolitan Nashville Police Department will be able to combat violent crime through preventive, proactive and rehabilitative approaches. The MNPd will be to prevent potential violent crime in our youth by enrolling youth in the PAL boxing program and other PAL programs. The Nashville Police Activities League believes, with the proper tools, guidance and care, children who have experienced adverse childhood experiences can blossom into individuals who are well educated, goal oriented, driven, with characteristics to thrive and succeed in life. The purpose of PAL is to create opportunities for youth to achieve personal growth, academic success and heightened self-efficacy. The pillars, Education, Mentoring, Activities, and Intervention will have a direct effect on the prevention and reduction of juvenile crime. These pillars will also provide the framework for coping skills necessary to overcome life adversities.

As mentioned earlier, the MNPd believes this funding will allow us attack violent crime in an efficient proactive manner. With enhanced ballistic equipment units from the Violent Crimes and Specialized Investigation Divisions to target the most violent offenders in Nashville. These teams conduct many high-risk traffic stops along with investigating active violent crimes in throughout the cities. These investigations include high-risk search warrants and servicing of violent crime warrants. Also mentioned earlier in the application, the purchase of new equipment

for the Community Safety Center which will provide Real Time Data to responding officers to violent crime incidents. As personnel receive current information from the Community Safety Center, responding personnel will receive the updated information about the suspect(s), locations and events unfolding as they occur. This information will enable to police department to better allocate the proper response to active situations which will reduce the danger to personnel and the public in general. Inevitably, this will lead to a more efficient response to violent crimes throughout the city.

- G.2. Include information on how enhanced collaborations, improved investigations and newly fostered community relationships will be sustained.

The MNPd utilizes Community Engagement Teams (CETs) and Precinct Community Coordinators whose primary functions are to establish and maintain partnerships with the police department and the community, both citizens and businesses. Input from these collaborative partnerships is given full consideration when planning enforcement initiatives. MNPd closes the accountability loop by reporting back to our community partners the successes and challenges of each collaborative initiatives. Working with our partners in this way helps to ensure the longevity and strength of those collaborative partnerships.

Additionally, MNPd shall ensure successful initiatives funded by this grant opportunity are maintained by absorbing any reoccurring grant funded costs of this grant proposal into its operating budget.

- G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

The MNPd will adhere to all administrative guidelines as directed by the OJP. The Grants Unit and Fiscal Affairs will ensure all purchases follow the guidelines set forth in this grant. All purchase orders for equipment under this grant will be reviewed by the Grants Unit and Fiscal Affairs to ensure that the equipment was preapproved under this grant before any purchase is made. The Grants Unit will conduct audits to ensure equipment, including the boxing gloves purchased for the PAL program, under this grant is being utilized and maintained under the provisions of this grant.

The Metropolitan Nashville Police Department's policies and protocols ensure all equipment purchased through the Violent Crime Intervention Fund is properly stored and deployed in accordance with established guidelines. The department recognizes the importance of responsible and accountable use of this equipment and takes proactive steps to ensure that all personnel are trained on its proper use and handling, with the ultimate goal of maximizing the effectiveness of law enforcement operations/equipment and promoting community safety.

GRANT BUDGET				
AGENCY NAME: Metropolitan Nashville Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund Grant: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 08/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$538,570.00	\$0.00	\$538,570.00
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	\$1,910,330.00	\$0.00	\$1,910,330.00
22	Indirect Cost ²	\$51,100.00	\$0.00	\$51,100.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$2,500,000.00	\$0.00	\$2,500,000.00

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/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metropolitan Nashville Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund Grant: Formula Based Grant

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Set of Boxing Gloves 40 @ \$40	\$1,600.00
Plastic Duty Totes 20 @ \$25	\$500.00
Metal Shelves 3 @ \$200	\$600.00
6' Folding Tables 2 @ \$100	\$200.00
Folding Chairs 4 @ \$25	\$100.00
10'x10' Tent 2 @ \$500	\$1,000.00
Vehicle Gun Safe @ \$1900	\$1,900.00
Office Chairs 5 @ \$220	\$1,100.00
Sensitive Minor Equipment: Laptop Computers for PAL 5 @ \$2000	\$10,000.00
Tactical Vests with Attachments 39 @ \$603.95	\$23,515.00
Armor Plates for Tactical Vests 78 @ 1673.90	\$130,494.00
Handheld Ballistic Shields 2 @ \$3141	\$6,282.00
Ballistic Helmets 54 @ \$1128	\$60,912.00
Night Vision Goggles for Helmets 35 @ \$4,400	\$154,000.00
Soft Body Armor 39 @ \$126.00	\$4,914.00
Entry Tools 2 @ \$322.50	\$645.00
Handheld Flashlights 14 @ \$339.93	\$4,759.00
Flashlights for Ballistic Helmets 14 @ \$275	\$3,850.00
Next Generation Aiming Lasers 19 @ \$3500	\$66,500.00
Night Vision Monocular 3 @ \$2450	\$7,350.00
Night Vision Mounts for helmets 14 @ \$354.93	\$4,969.00
Electronic Hearing/Ear Protection for Ballistic Helmets 54 @ \$988.52	\$53,380.00
TOTAL	\$538,570.00

CAPITAL PURCHASE	AMOUNT
6'x12' Enclosed Single Trailer @ \$5400	\$5,400.00
Audio/Video Recording System for Violent Crimes Interview at 3 locations @ \$12,000.00	\$36,000.00
Audio/Visual Equipment for Police Precincts 3 @ \$95000	\$285,000.00
Audio/Visual Equipment for Community Safety Center @ \$400,000.00	\$400,000.00
Servers and Racks for Community Safety Center @ 109789	\$109,789.00
Integration Server for Community Safety Center 2 @ \$40,000.00	\$80,000.00
Bridge Camera Upgrade @ \$250,000.00	\$250,000.00
Security Camera System for North Precinct @ \$75,000.00	\$75,000.00
Safety Cam Systems 25 @ \$20,000.00	\$500,000.00
Video Stream Encoder @ \$65,000.00	\$65,000.00
Cellular Bonding Technology @ \$104,141.00	\$104,141.00
TOTAL	\$1,910,330.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: de minimus rate at 10%	\$51,100.00
TOTAL	\$51,100.00

GRANT BUDGET				
AGENCY NAME: Metropolitan Nashville Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund Grant: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
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	\$500,000.00	\$0.00	\$500,000.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$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/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metropolitan Nashville Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund Grant: Formula Based Grant

CAPITAL PURCHASE	AMOUNT
Safety Cam Systems 25 @ \$20,000.00	\$500,000.00
TOTAL	\$500,000.00

Instructions for Completing the Certification Forms

- Read the certifications thoroughly prior to completing the certification documents.
- Please ensure that the **Authorized Official** (the same person who signed the Grant Contract) signs each certification.
- Agencies should review the certifications to ensure they are completed in full with signatures and dates.
- 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 signed Grant Contract. Please return entire document - stand-alone signature pages will not be accepted.



Violent Crime Intervention Fund Equipment Certification

Pursuant to Title III-2 Item 3.5 to the Department of Finance and Administration, Office of Criminal Justice Programs, identified on page B-19 of the 2022-2023 Budget Document, the Violent Crime Intervention Fund (VCIF) shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. All recipients of VCIF grants **shall certify to abide by the following requirements for all equipment, materials, technology, and other expenses funded in whole or in part with VCIF grant funds, at any point throughout the life of the grant.**

As an authorized representative of a law enforcement agency receiving a VCIF grant, I certify that this agency shall:

1. Have and maintain a current certification by the Tennessee Association of Chiefs of Police throughout the life of this grant and limit the use of all VCIF-grant funded equipment, materials, and technology only to those agency employees with active certification by the Tennessee Police Officer Standards and Training Commission (POST). 105 (see Schedule A).
2. Comply with all applicable federal and state laws (including, but not limited to, Federal Aviation Administration [FAA] and other Federal agency requirements, Tennessee Code Annotated, and State of Tennessee agency regulations and rules), including but not limited to TCA 39-13-609 specific guidance with regard to usage of unmanned aerial vehicles/drones (UAVs).
3. Have and maintain a current certification from the Tennessee Association of Chiefs of Police regarding its Use of Force and Duty to Intervene and Render Aid policies. The Agency must also comply with all applicable law regarding use of force and certification of use of force policies, including but not limited to TCAs 38-3-121, 38-8-101, 38-8-113, 38-8-127:130, and 40-6-105.
4. Comply with all local county/municipal government rules and ordinances governing procurement, use, inventory, and storage of the grant funded equipment and services purchased with grant funds.
5. Comply with all applicable agency policy, procedure, and protocol related to the acquisition, use, maintenance, or storage of the grant funded equipment and services, including developing and implementing policies and procedures required by state, federal, or local law or ordinance, and Schedule A of this certification.
6. Provide all employees training regarding appropriate use of VCIF-funded equipment prior to the use of such equipment.
7. Utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF funds only for its expressed intended scope and purpose as outlined in Attachment A of the VCIF contract ("scope document") during the life of this grant and all extensions of the grant period.
8. Provide notice of any agency non-compliance with certifications number 1-7 above to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said non-compliance, and provide a detailed report outlining said non-compliance no later than 48 hours from discovery, unless an extension is granted to the Agency; **AND**

9. Provide notice of the death of any person related to the use of any grant funded equipment, program, or service to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said death and submit a detailed report outlining the circumstances surrounding said death no later than 48 hours from discovery unless an extension is granted to the Agency.

By my signature below I acknowledge that I have read and understand the requirements and obligations stated in this certification document including Schedule A and Attachment A to the VCIF contract and, as the duly Authorized Official for the agency, certify that the agency shall comply with all the stated requirements and obligations.

I further expressly acknowledge and agree that the agency is bound by the stated requirements and obligations now and unless stated otherwise above after the expiration of the VCIF funding contract and that these provisions form a material part of the consideration for the award of VCIF grant funds appropriated.

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: 1 Public Square Ste. 100 Nashville, Tn 37203

Authorized Signature of the Applicant Agency

Date

Schedule A – Agency Policies and Protocols for Certain VCIF-funded Equipment and Technology

Prior to the use of VCIF-Funded Equipment, Technology, or Services, the Agency shall have in place official Standard Operating Procedures (SOP) that specifically govern the following subject matter as outlined below:

1. **Training on Appropriate Use of VCIF-funded Equipment:** When developing the SOP outlining appropriate use of VCIF- funded Equipment, VCIF funded agencies should examine scenarios in which VCIF-funded equipment will likely be deployed, the decision-making processes that will determine whether such equipment is used, and the potential that both use and misuse of such equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety.
2. **Supervision of Use:** The SOP must specify what constitutes appropriate supervision of personnel operating or utilizing VCIF-funded equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. SOP must describe when a supervisor of appropriate authority is required to be present and actively overseeing the use of the equipment in the field.
3. **Effectiveness Evaluation:** The SOP must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of VCIF-funded equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often such equipment is used or whether such equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.
4. **Auditing and Accountability:** The SOP must include strong auditing and accountability provisions that state that the VCIF-funded agency personnel must agree to adhere to agency, state, local, tribal, territorial, and Federal law and policies associated with the use of VCIF-funded equipment and acknowledge and agree that they will be held accountable for failure to do so.
5. **Use of Force:** The SOP shall mandate compliance with Agency’s Use of Force and Duty to Intervene and Render Aid policy when using VCIF-funded equipment.
6. **UAV Coordinator:** The SOP must delegate a UAV coordinator to develop and manage drone policies and procedures, update policies for compliance with federal, state, and local laws and regulations, and ensure operators are trained and certified. Specifically, the Coordinator must ensure that the agency complies with all registration and certifications administered by the [FAA and all Certificates of Waiver or Authorization \(COA\)](#) for specific UA activities; implements a prohibition on the intentional recording or transmission of images of any location where a person would have a reasonable expectation of privacy absent exigent circumstances, or a warrant; and implements a prohibition on weaponization of drones.
7. **Recordkeeping:** The SOP shall include a document and data retention requirement for all requests, authorizations, deployment use, maintenance, evidence, and data related to the acquisition, purchase, or use of all VCIF-funded equipment and technology that satisfies all applicable legal retention requirements.



Use of State Contracts for Law Enforcement Radios and License Plate Readers (LPR)

Equipment Purchase Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration; Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled 4.1 "State Funding Program Requirements" subsection entitled 4.1.3 "Statewide Contracts and Cooperative Agreements" in the grant solicitation for the Violence Crime Intervention (VCI) Fund. I understand that LPRs are only allowable on State right-of-ways and require an application to be submitted to the TN Department of Transportation/TN Department of Safety and Homeland Security (with a copy submitted to OCJP). I certify our agency will comply with the purchasing of said items under the regulations outlined in the grant solicitation.

I acknowledge that a failure to comply with the purchasing requirements outlined in the solicitation regarding law enforcement radios and license plate readers will result in questioned costs associated for each item not in compliance and our agency will be required to reimburse the State for those costs incurred. I further understand the preference for other desired equipment to be purchased from state contract or cooperative agreement when applicable.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs).

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: 1 Public Square Ste. 100 Nashville, Tn 37203

Authorized Signature of the Applicant Agency

Date



Violent Crime Intervention Funds Subcontract Reporting Certification

As per Title III-2 Item 3.5 to the Department of Finance and Administration, Criminal Justice Programs, for Violent Crime Intervention Grants, and identified on page B-19 of the 2022-2023 Budget Document, shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. As such, the Office of Criminal Justice Programs (OCJP) recipients of the Violent Crime Intervention Funds (VCIF) are required to disclose any subcontract, grant agreement or contract to a local government or nonprofit to OCJP and adhere to OCJP's quarterly reporting requirements related to that subcontract, grant agreement or contract to ensure compliance with the reporting requirements outlined in the budget document.

As a law enforcement agency receiving a VCIF grant, I acknowledge that any subcontract, grant agreement or contract entered into under my OCJP VCIF grant must comply with the following:

- Be with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and
- Services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and
- Must be accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.
- Prior to executing any subcontract, the law enforcement agency must have prior approval from OCJP and include appropriate language as required in the subcontract prior to executing said subcontract.

Additionally, I acknowledge that each law enforcement agency that approves a subcontract, grant agreement or contract with an agency of local government or a third-party nonprofit organization to receive VCIF shall provide a quarterly report to OCJP via the following link: https://stateoftennessee.formstack.com/forms/vcif_subcontract_reporting. The report will include information on the name and location of each subcontractor, grant recipient or contract; the amount of the contract and the purpose for which the funds are used. Reports are due to OCJP July 31st, October 31st, January 31st and April 31st. This quarterly report shall identify the name and location of each grant recipient, the amount of the grant, and the purpose for which the funds are used.

By my signature below I acknowledge I have read and understand the information in this certification and agree to comply with the requirements outlined within.

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: 1 Public Square Ste. 100 Nashville, Tn 37203

Authorized Signature of the Applicant Agency

Date

Certificate Of Completion

Envelope Id: 41B444F959E645329FD70169646CBD57

Status: Completed

Subject: Complete with DocuSign: Police 2023 Violent Crime Intervention Fund 23-25 Ready.pdf

Source Envelope:

Document Pages: 46

Signatures: 6

Envelope Originator:

Certificate Pages: 15

Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Enveloped Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Juanita Paulson

Location: DocuSign

6/5/2023 8:52:18 AM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Ernest Franklin

Ernest.Franklin@nashville.gov

Security Level: Email, Account Authentication (None)



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Viewed: 6/5/2023 9:13:03 AM

Signed: 6/5/2023 9:14:16 AM

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Electronic Record and Signature Disclosure:

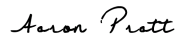
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Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication (None)



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Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kelly Flannery

Kelly.Flannery@nashville.gov

Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:

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ID: ad65bf56-1681-43b7-9e89-4de54f4a7235

Courtney Mohan

Courtney.Mohan@nashville.gov

Security Level: Email, Account Authentication (None)



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Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

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Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication (None)

Balogun Cobb

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Signed: 6/8/2023 8:25:59 AM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin
Danielle.Godin@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	6/8/2023 8:26:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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