

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/07/26

Resolution Ordinance

Contact/Prepared By: Kati Guenther

Date Prepared: 06/04/26

Title (Caption): Amendment 2- Community Correction Services 26

Amendment 2 adds additional funding of \$2,950,860.00 for a new total of \$4,426,290.00 and extends the expiry date by 2 years from 6/30/26 to 6/30/28.

This Amendment 2 extends the grant contract from 1 year of funding to 3 years of funding.

This amendment 2 also replaces Section A.9 Staffing d, Section A.10 Staff Salaries, Section B Term of Grant Contract, and Section C.1

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: State Trial Courts Requested By: J. Bart Pickett, Trial Court Administrator

Affected Department(s): State Trial Courts Affected Council District(s): All

Legislative Category (check one):

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

FINANCE	Amount +/-: \$ <u>\$ 2,950,860.00</u>	Match: \$ <u>\$ 0.00</u>
Funding Source:	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
Approved by OMB: <u>Asron Pratt</u>	Approved by Finance/Accounts: _____ EJ	Date to Finance Director's Office: _____
Approved by Div Grants Coordination: <u>Juanita Paulson</u>	APPROVED BY	FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

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

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

GRANT SUMMARY SHEET

Grant Name: Community Correction Services 26 Amend 2

Department: STATE TRIAL COURTS

Grantor: TENNESSEE DEPARTMENT OF CORRECTIONS

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

Total Award this Action: \$2,950,860.00

Cash Match Amount \$0.00

Department Contact: Kati Guenther
880-3664

Status: AMENDMENT

Program Description:

Amendment 2 adds additional funding of \$2,950,860.00 for a new total of \$4,426,290.00 and extends the expiry date by 2 years from 6/30/26 to 6/30/28. This Amendment 2 extends the grant contract from 1 year of funding to 3 years of funding. This amendment also replaces Section A.9 Staffing d, Section A.10 Staff Salaries, Section B Term of Grant Contract, and Section C.1

Plan for continuation of services upon grant expiration:

We would seek other grants and funding to maintain the program.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
STATE TRIAL COURTS	1028	Kati Guenther			880-3664		
Grant Name:		Community Correction Services 26 Amend 2					
Grantor:		TENNESSEE DEPARTMENT OF CORRECTIONS			Other:		
Grant Period From:		07/01/25		(applications only) Anticipated Application Date:			
Grant Period To:		06/30/28		(applications only) Application Deadline:			
Funding Type:		STATE		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		COMPETITIVE		Total Award:		\$2,950,860.00	
Status:		AMENDMENT		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>Amendment 2 adds additional funding of \$2,950,860.00 for a new total of \$4,426,290.00 and extends the expiry date by 2 years from 6/30/26 to 6/30/28. This Amendment 2 extends the grant contract from 1 year of funding to 3 years of funding. This amendment 2 also replaces Section A.9 Staffing d, Section A.10 Staff Salaries, Section B Term of Grant Contract, and Section C.1</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
We would seek other grants and funding to maintain the program.							
How is Match Determined?							
Fixed Amount of \$		\$0.00		or		% of Grant	
						Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
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:		17.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		19.30%		Indirect Cost of Grant to Metro:		\$854,273.97	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$300,000.00 in budget	
		6.78%					
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input checked="" type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26		\$1,475,430.00					\$1,475,430.00	\$284,757.99	\$100,000.00
Yr 2	FY27		\$1,475,430.00					\$1,475,430.00	\$284,757.99	\$100,000.00
Yr 3	FY 28		\$1,475,430.00					\$1,475,430.00	\$284,757.99	\$100,000.00
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$4,426,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,426,290.00	\$854,273.97	\$300,000.00
Date Awarded:				06/04/26	Tot. Awarded:		\$2,950,860.00	Contract#:		87639 Amend 2
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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



RESOLUTION NO. _____

A resolution approving amendment two to a Community Correction Services grant from the Tennessee Department of Correction to the Metropolitan Government, acting by and through the State Trial Courts, to divert eligible offenders from the Tennessee prison system by providing community-based supervision and treatment services through the Davidson County Community Corrections Program.

WHEREAS, the Metropolitan Government, acting by and through the State Trial Courts, previously entered into a grant agreement with the Tennessee Department of Correction to divert eligible offenders from the Tennessee prison system by providing community-based supervision and treatment services through the Davidson County Community Corrections Program approved by RS2025-1352 and RS2025-1418 (amendment one); and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$2,950,860, from \$1,475,430 to \$4,426,290, extend the contract term to June 30, 2028, and delete in their entirety and replace various sections of the contract, a copy of which amendment two is attached hereto; and,

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

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

Section 1. That amendment two to the grant by and between the Tennessee Department of Correction and the Metropolitan Government, acting by and through the State Trial Courts, to divert eligible offenders from the Tennessee prison system by providing community-based supervision and treatment services through the Davidson County Community Corrections Program, a copy of which amendment two is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

Abby Greer
Assistant Metropolitan Attorney



GRANT AMENDMENT

Agency Tracking # 32901-31484	Edison ID 87639	Contract # 87639	Amendment # 2		
Contractor Legal Entity Name Davidson County Community Corrections Program			Edison Vendor ID 0000000004		
Amendment Purpose & Effect(s) Renew grant for 2 additional years.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 2,950,860.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$ 1,475,430.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,475,430.00
2027	\$ 1,475,430.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,475,430.00
2028	\$ 1,475,430.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,475,430.00
TOTAL:					\$ 4,426,290.00
<p>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.</p>				<p><i>CPO USE</i></p>	
Speed Chart (optional)		Account Code (optional)			

AMENDMENT 2 OF GRANT CONTRACT 87639

This Grant Contract Amendment is made and entered by and between the State of Tennessee, State Agency Name, hereinafter referred to as the "State" and Davidson County Community Corrections Program, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

Grant Contract **Section A.9. Staffing** section **d.** is deleted in its entirety and replaced with the following:

d. Clinical Staff: The Grantee(s) shall ensure all Clinical Staff maintain mandatory licensure and/or certifications and complete all required continuing education classes in accordance with their licensure requirements. The Grantee must provide proof of all Clinical Staff licensure to the State upon request. The Grantee shall develop and provide to the State a tracking plan/process for maintaining all Clinical Staff licensure and certifications.

- 1) The State will not honor any hiring of Clinical Staff with licenses from any state other than Tennessee. The State will not approve any candidate for hire that holds a felony conviction or crime of moral turpitude.
- 2) Upon extending an offer of employment, the Grantee shall provide the State with the candidate's full name, date of birth, social security number, driver's license, sex, and race to complete a national background check. The State will conduct a national background check and review the results, if approved, the State will notify the program manager to move forward with the offer of employment. The Program Manager will include a copy of all background check results provided by the State in their personnel files. Failure to conduct mandatory pre-employment screenings prior to position appointment shall find the Grantee in violation of this grant contract and subject to grant contract termination.
- 3) Grantees must submit all current employees, volunteers, and interns' full names, date of birth, social security number, driver's license, sex, and race for an annual national background check. The State will conduct the national background check and provide the results to the Grantee. A copy of all background check results must be retained in the Grantee's personnel files.
- 4) The Grantee will maintain a current, complete and confidential personnel record of each employee.
- 5) The Grantees shall ensure all vacant position(s) are filled within sixty (60) calendar days of posting. Failure to fill the identified vacant position(s) after ninety (90) calendar days may be subject to suspension of funding for the identified vacant position(s). If a Grantee fails to fill identified vacant position(s) after one hundred twenty (120) calendar days, the identified position(s) may be eliminated for the remainder of the specified contract year. Any payroll savings resulting from a vacant

position may be approved for use of operational expenses and will not be approved for any salary increases or one-time bonus payments.

Grant Contract **Section A.10. Staff Salaries** shall be deleted in its entirety and replaced with the following:

- a. Salaries and benefits for all program staff positions shall be comparable to similar positions with the State or in the marketplace starting with year one of the contract term; however, implementation of any salary or benefit adjustments to meet this standard shall be subject to the availability of appropriated funding and shall not obligate the State to provide additional compensation beyond the funds awarded under this Contract.
- b. Any residual funds including any payroll savings and payroll equity identified at the end of each contract term shall only be utilized for operational expenses upon written approval from the State. Grantee shall adhere to all salaries as proposed and incorporated hereto in reference as Attachment One for FY26, FY27 and FY28 (Grant Budget). Program staff salaries will not receive additional funding. The State will not entertain requests to utilize payroll savings or payroll equity for one-time bonuses, to fund staff salary increases, or to add funds to employee retirement/401k accounts.
- c. All annual, sick, and compensatory leave must be taken during the fiscal year that the leave was accrued. The State shall not be responsible for any carryover leave.

Grant Contract **Section B. TERM OF CONTRACT** is deleted in its entirety and replaced with the following:

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective on July 1, 2025 (“Effective Date”) and extend for a period of thirty-six (36) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

Grant Contract **Section C.1. is deleted in its entirety and replaced with the following:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Million Four Hundred Twenty-Six Thousand Two Hundred Ninety Dollars and Zero Cents (\$4,426,290.00) (“Maximum Liability”). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute 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. The maximum annual liability of the State under this grant for each respective year of the grant is as follows:

July 1, 2025 – June 30, 2026: \$ 1,475,430.00
 July 1, 2026 – June 30, 2027: \$ 1,475,430.00
 July 1, 2027 – June 30, 2028: \$ 1,475,430.00

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2026. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DAVIDSON COUNTY COMMUNITY CORRECTIONS PROGRAM

*** SEE PAGE BELOW***

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION



FRANK STRADA, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
GRANT NO. Amendment 2-Community Corrections Services FY26-FY28**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



J. Bart Pickett, Trial Court Administrator
State Trial Courts

6/4/26

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**



Jenneen Reed, Director of Finance
Department of Finance

6/22/2026 | 3:55 PM CDT

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Insurance

6/22/2026 | 4:12 PM CDT

Date

**APPROVED AS TO FORM AND
LEGALITY:**



Metropolitan Attorney

6/22/2026 | 4:04 PM CDT

Date

Freddie O'Connell
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

GRANT BUDGET – ATTACHMENT ONE				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: JULY 1, 2026 END: JUNE 30, 2027				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	1,259,000.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	80,000.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	28,700.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	7,330.00	0.00	0.00
13	Interest ²	-	0.00	0.00
14	Insurance	100.00	0.00	0.00
16	Specific Assistance To Individuals ⁵	100.00	0.00	0.00
17	Depreciation ²	-	0.00	0.00
18	Other Non-Personnel ²	100.00	0.00	0.00
20	Capital Purchase ²	100.00	0.00	0.00
22	Indirect Budget ⁴	100,000.00	0.00	0.00
24	In-Kind Expense	-	0.00	0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) ³			
25	GRAND TOTAL	1,475,430.00	0.00	0.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Budget Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*

² Applicable detail attached if line-item is funded.

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

⁴ Indirect costs which are in excess of 0 percent of total direct costs of \$100,000 whichever is less will not be allowed unless the Respondent is a cognizant agency. In that event, indirect costs may be higher if approved by the State.

⁵ If agency is budgeting a particular amount under the budget line-item "Specific Assistance to Individuals" for re-entry services to include but not be limited to: offender transportation, housing, or medical services, said amount should be broken out under a budget line-item detail

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Drug Testing; Counseling Services; Workbooks/Equipment for Treatment Curriculum	80,000.00
	80,000.00

Part-time Salaries for Psychiatrist, Licensed Alcohol and Drug Counselor

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	0
TOTAL	0

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	0
TOTAL	0

OTHER NON-PERSONNEL	AMOUNT
Membership Dues - Tennessee Community Corrections Association (TCCA); American Probation and Parole Association (APPA); Recidivism Research and Development Studies; Recruiting	100
TOTAL	100

CAPITAL PURCHASE	AMOUNT
Placeholder for Purchases of Fixed Assets: Vehicles, Desktop Computers, Laptops, Printers, etc.	100
TOTAL	100

GRANT BUDGET – ATTACHMENT ONE				
Additional Identification Information As Necessary				
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TOTAL	0

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	0
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OTHER NON-PERSONNEL	AMOUNT
Membership Dues - Tennessee Community Corrections Association (TCCA); American Probation and Parole Association (APPA); Recidivism Research and Development Studies; Recruiting	100
TOTAL	100

CAPITAL PURCHASE	AMOUNT
Placeholder for Purchases of Fixed Assets: Vehicles, Desktop Computers, Laptops, Printers, etc.	100
TOTAL	100