



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, DECEMBER 13, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Design Review Commission, December 19 at 6:30 p.m.

Beer Board, January 3 at 6 p.m.

Planning Commission, January 3 at 7 p.m.

Bartlett Station Commission, January 3 at 7:30 a.m.

Family Assistance Commission, January 9 at 6 p.m.

Parks and Recreation Advisory Board, January 12 at 6 p.m.

RECOGNITIONS

Presentation of the Jeanette Rainey Volunteer of the Year Awards

Official Business of the Day

Announcement of Emergency Purchase

MINUTES ACCEPTANCE

Minutes of the November 14, 2022 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I **Reschedule the Tuesday, January 10 Board of Mayor and Aldermen meeting to Thursday, January 12, 2023 at 6 p.m. (Mark Brown, Chief Administrative Officer)**

2 Proposal for July 2023 Star Spangled Fireworks Extravaganza Display. (Dick Phebus, Director of Finance)

Recommend awarding Star Spangled Fireworks Extravaganza Display to Pyro Shows at a cost of \$25,000. Funds are available in Account 110.41220.175.

3 Proposal for alarms, door access controls, and camera systems. (Dick Phebus, Director of Finance)

Recommend accepting the best proposal from Interactive Security Electronics for citywide alarms, door access control, and camera systems. Funds are available in various departmental accounts.

4 Proposal for Storm/Disaster Debris Monitoring Services. (Dick Phebus, Director of Finance)

Recommend accepting the best proposal from DebrisTech, LLC based on highest scoring from analysis by Public Works reviewers. Funds are available in Account 122.48122.563.

5 Treasurer's Report for October 2022. (Dick Phebus, Director of Finance)

NEW BUSINESS

1 Rename the Ardie Road Water Plant to the William R. McClanahan Water Treatment Facility. (John Horne, Assistant Director of Engineering)

2 Resolution 40-22, a resolution to amend the FY2023 Grants Fund budget to recognize State of Tennessee, U.S. Department of Justice, and other grant awards totaling \$86,565.00 to the Bartlett Police Department for public safety and training purposes. (Dick Phebus, Director of Finance)

3 Resolution 41-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools Nutrition Fund. (Dick Phebus, Director of Finance)

4 Retirement Recognitions. (A. Keith McDonald, Mayor)

5 Recognition in Honor of Alderman W. C. Pleasant. (A. Keith McDonald, Mayor)

- 6 Recognition in Honor of Mayor A. Keith McDonald. (Mark Brown, Chief Administrative Officer)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

MONDAY, NOVEMBER 14, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Mandy Young: Present, Alderman David Parsons: Absent, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Michael Gill, New Hope Christian Church

FUTURE MEETINGS

Bartlett Arts Council, November 15 at 6 p.m.

BPACC Advisory Board, November 15 at 6 p.m.

Design Review Commission, November 15 at 6:30 p.m.

Board of Zoning Appeals, November 17 at 6:30 p.m.

City Beautiful Commission, December 1 at 6:30 p.m. (meeting at a different time to judge Christmas lighting)

Family Assistance Commission, December 5 at 6 p.m.

Planning Commission, December 5 at 7 p.m.

Beer Board, December 6 at 6 p.m.

Parks and Recreation Advisory Board, December 8 at 6 p.m. (cancelled)

RECOGNITIONS

*****Official Business of the Day*****

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the October 25, 2022 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	W.C. Pleasant, Mandy Young, Bobby Simmons, Jack Young, Kevin Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Mandy Young, Alderman
AYES:	W.C. Pleasant, Mandy Young, Bobby Simmons, Jack Young, Kevin Quinn

- 1 Presentation of General Obligation Bonds, Series 2022. (Dick Phebus, Director of Finance)**
- 2 Bid for HVAC rooftop unit replacement at the Bartlett Recreation Center. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid from Eagle Pro, LLC at a cost of \$186,000.00.
Funds are available in Account 311.48311.785.54322.
- 3 Subdivision contract for Weakley Woods Subdivision. (John Horne, Assistant Director of Engineering)**
The developers, Robert and Tamra Weakley, will pay \$1,700.00 in City fees. The bond is set at \$0.00.

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (MINUTES ACCEPTANCE)

NEW BUSINESS**1 Utilities and road contract for Union Depot Phase IA. (John Horne, Assistant Director of Engineering)**

Phase IA for Union Depot is shown in the attached drawing called PHIA Roads. Phase IA only includes the road construction for the following roads: Union Depot Drive, Talcott Lane, and Portage Drive. It also includes the public water, sewer, and drainage utilities within these roads. Furthermore, there is no subdivision of property within this phase. Later phases will subdivide this portion of land and will require a Subdivision Contract. The developer, Blue Sky Communities, Inc., will pay \$78,091.32 in City fees. The bond is set at \$884,092.96.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	W.C. Pleasant, Mandy Young, Bobby Simmons, Jack Young, Kevin Quinn

2 Resolution 37-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	W.C. Pleasant, Mandy Young, Bobby Simmons, Jack Young, Kevin Quinn

3 Resolution 38-22, a resolution to amend the FY2023 Capital Improvement Program Budget to transfer \$1,409,105.56 from Project 456 to Project 459 and Project 456I to provide funding for signal pole replacement and TDOT Brother-Yale paving. (Dick Phebus, Director of Finance)

Vice Mayor Young asked if the \$400,000.00 was the cost estimate at the time of budgeting. Director of Finance Dick Phebus said it was but costs have increased as well as supply delays.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Mandy Young, Alderman
AYES:	W.C. Pleasant, Mandy Young, Bobby Simmons, Jack Young, Kevin Quinn

4 Resolution 39-22, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

Alderman Pleasant stated that the City had exhausted all efforts to collect the outstanding debts.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	W.C. Pleasant, Mandy Young, Bobby Simmons, Jack Young, Kevin Quinn

OPEN DISCUSSION

Nicole Travis, 3141 Hill Lake Dr., expressed concerns of lower mid-term election voter turnout. She requested the City host town hall meetings and that government seek feedback from citizens.
John Maggipinto, 7431 Olivia Hill, expressed his concern regarding the Union Depot development.

ADJOURNMENT

Meeting adjourned at 6:18 PM

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/13/22 06:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock
Department Head: Mark Brown

Reschedule the Tuesday, January 10 Board of Mayor and Aldermen meeting to Thursday, January 12, 2023 at 6 p.m.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/13/22 06:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Proposal for July 2023 Star Spangled Fireworks Extravaganza Display.

On November 11, 2022 an ad was placed in The Daily News requesting an RFP proposal for Star Spangled Fireworks Extravaganza display for July 3, 2023 with an option to renew for three additional years. On November 28, 2022 the City of Bartlett received one proposal from Pyro Shows, which was opened and reviewed at City Hall.

Proposals were received from the following company:

Pyro Shows	\$25,000
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We recommend the proposal be awarded to Pyro Shows for a total price of \$25,000 with an option to renew for three additional years.

Funds are available in Account 110.41220.175.

Thank you for your consideration.



Transforming special occasions
into **EPIC EVENTS**

DELIVERY VIA UPS

Post Office Box 1776
115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

November 22, 2022

City of Bartlett Finance Department
6400 Stage Road
Bartlett, TN 38134

Re: Response to RFP# FY2023-11-009 FIREWORKS DISPLAY
Proposal for "Star Spangled Fireworks Extravaganza" Display, July 3, 2023
Including a 3-Year Renewal Option

Dear Bartlett Finance Department,

Pyro Shows is pleased to enclose a proposal for the fireworks show for the City of Bartlett on July 3, 2023, with the option for the City to extend the contract for three additional option years. The enclosed proposal is for a "choreographed" display meaning the fireworks will be synchronized with music. The final soundtrack shall be approved by the City of Bartlett. All sound tracks will be custom designed by our in-house studio.

Our proposal consists of multi-shot low level effects combined with spectacular aerial shells and will conclude with a finale filled with lively color and noise. The duration of the show may be customized between the range of 18-20 minutes. This option is based upon the City's preference for the tempo of the show.

The Pyro Shows proposal includes all fireworks, equipment, certified pyrotechnicians, delivery, set-up, and clean-up associated with building the display, and complete local and State permit processing.

Our proposal includes \$10,000,000.00 comprehensive general liability insurance. All Pyro Shows vehicles are covered by \$10,000,000.00 automobile insurance, and our technicians are covered by workers compensation.

Pyro Shows is compliant with USDOT regulations for legally hauling 1.3g explosives and conducting work in the United States. Pyro Shows, Inc. USDOT number is 456818.

Pyro Shows follows NFPA 1123 guidelines concerning cancellation of a show due to inclement weather. Cancelling the show due to weather would only occur if the Fire Marshal/AHJ requires cancellation. Postponing the show to a later time on the same date would only occur if the Fire Marshal/AHJ requires it. Our show is waterproof and can be shot in rain if required.

If the show is cancelled for any weather-related reason prior to the arrival of our crew, the cancellation fee of 10% of the contract price will be required as reimbursement for the cost of permits and administration time. If the show is cancelled for weather-related reasons after the show has been built by the crew, but it has not yet been fired, a cancellation fee of 50% will be required. A 100% payment will only be required if the show is shot successfully and the sponsor may deduct from the final payment the value of any fireworks that are not shot.

ABC Sports
Monday Night Football

Silver Jubilee Celebration
Abu Dhabi, UAE

Fourth of July Washington Monument
Washington, D.C.

University of Tennessee
Football/Basketball

Boomsday Festival
Knoxville, TN

Harborfest
Norfolk, VA

SunFest
West Palm Beach, FL

New Year's Eve
San Diego, CA

Rivercade Days
Sioux City, IA

Texas Motor Speedway
Fort Worth, TX

Dollywood
Pigeon Forge, TN

Riverbend Festival
Chattanooga, TN

Tennessee Titans Football
Nashville, TN

Silver Dollar City
Branson, MO

Lighted Boat Parade
Jacksonville, FL

Fourth of July
Fort Bragg, NC

Bristol Motor Speedway
Bristol, TN

Millennium Celebration
Fort Wayne, IN

International Fireworks Competition
San Sebastian, Spain

Stone Mountain Laser Show
Stone Mountain, GA

Attachment: Pyro Shows Proposal (3244 : Fireworks Display July 2023)





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115 North 1st Street
LaFollette, TN 37766
Phone: (800) 662-1331
www.pyroshows.com

Page 2
City of Bartlett Finance Department

We have read and understand the entire solicitation and agree to abide by the terms of all parts of the solicitation without exception. Please note that Exhibits A through D are incorporated within our proposal and originals are attached along with all additional documents required by the solicitation.

After you have an opportunity to review the enclosed information, please call our office with any questions you may have. Thank you for the opportunity to bid on your Independence Day fireworks display. We look forward to hearing from you.

Sincerely,

Travis Forsyth
TLF/JR

Enclosures

ABC Sports
Monday Night Football

Silver Jubilee Celebration
Abu Dhabi, UAE

Fourth of July Washington
Monument
Washington, D.C.

University of Tennessee
Football/Basketball

Boomsday Festival
Knoxville, TN

Harborfest
Norfolk, VA

SunFest
West Palm Beach, FL

New Year's Eve
San Diego, CA

Rivercade Days
Sioux City, IA

Texas Motor Speedway
Fort Worth, TX

Dollywood
Pigeon Forge, TN

Riverbend Festival
Chattanooga, TN

Tennessee Titans Football
Nashville, TN

Silver Dollar City
Branson, MO

Lighted Boat Parade
Jacksonville, FL

Fourth of July
Fort Bragg, NC

Bristol Motor Speedway
Bristol, TN

Millennium Celebration
Fort Wayne, IN

International Fireworks
Competition
San Sebastian, Spain

Stone Mountain Laser Show
Stone Mountain, GA

Attachment: Pyro Shows Proposal (3244 : Fireworks Display July 2023)



FIREWORKS DISPLAY
RFP: FY2023-11-009
Due: November 28, 2022

EXHIBIT A

CITY OF BARTLETT JULY FIREWORKS DISPLAY

PROPOSER QUALIFICATIONS & REFERENCES

All Proposers for these services must have adequate industry and professional qualifications, and all necessary licensing, to provide fireworks or pyrotechnic displays according to the RFP.

The City of Bartlett will confirm the below qualifications and references prior to awarding the contract.

1. Proposers must be in the regular business of performing large commercial or municipal firework displays for at least five (5) continuous years.
2. All personnel performing the pyrotechnic display services must be licensed by the State of Tennessee have reasonable training and/or experience with the necessary equipment and materials used to provide services.
3. The bidding company, and the individual personnel as applicable, must possess all the licenses or permits required to buy, possess, transport and fire pyrotechnic devices used in the fireworks display.
4. Proposers must show evidence that they possess adequate equipment, materials and resources to perform the fireworks display in a professional fashion at the specified time.

Number of continuous years in the fireworks display business: 53

Number of Employees: Full-Time: 35 Seasonal/Part-time: 398

Number of separate fireworks displays in 2022 priced over \$20,000: 133

Single largest fireworks display performed by Proposer in 2022: Nashville CUC

Name or Description of Display: "Let Freedom Sing" July 4, 2022

Describe any specialized electronic equipment used to fire your display: Fire One System
Combined with Pyro Shows electric Firing board system

Name of the pyrotechnic specialist planned for this proposed display (including qualifications, licensing and credentials):

Andre Love - Please refer to specifics contained
in proposal.

Attachment: Pyro Shows Proposal (3244 : Fireworks Display July 2023)

FIREWORKS DISPLAY
RFP: FY2023-11-009
Due: November 28, 2022

EXHIBIT B

CITY OF BARTLETT JULY FIREWORKS DISPLAY

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, Lansden E. Hill, JR for and on

(Printed name of Principal Officer of Company)
behalf of Pyro Shows, Inc.
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

Lansden Hill
Signature
President and CEO
Title:

Sworn to and subscribed before me, a Notary Public, this 22nd day of
Nov, 2022

Galia J. Thompson
Notary Public

My Commission Expires:

8/5/26



Attachment: Pyro Shows Proposal (3244 : Fireworks Display July 2023)

FIREWORKS DISPLAY
RFP: FY2023-11-009
Due: November 28, 2022

EXHIBIT C

CITY OF BARTLETT JULY FIREWORKS DISPLAY

REFERENCES

References for three similar-sized and type of fireworks displays, performed in the last 12 months, preferably located in the Bartlett, TN geographical region:

1. Reference Name: City of Millington

Contact Name: Alex Harris

Address: 7942 Church Street, Millington, TN 38053

E-mail: a.harris@millington.gov Phone: 901-873-5770

2. Reference Name: Town of Collierville

Contact Name: Greg Clark

Address: 500 Poplar View Parkway, Collierville, TN 38017

E-mail: gclark@collierville-tn.us Phone: 901-457-2770

3. Reference Name: City of Germantown

Contact Name: Natalie Ruffin

Address: 1930 South Germantown Road, Germantown, TN 38138

E-mail: nruffin@germantown-tn.gov Phone: 901-757-7205

Note: This Qualifications & References sheet must be returned with the Proposal.

Attachment: Pyro Shows Proposal (3244 : Fireworks Display July 2023)

FIREWORKS DISPLAY
RFP: FY2023-11-009
Due: November 28, 2022

Exhibit D

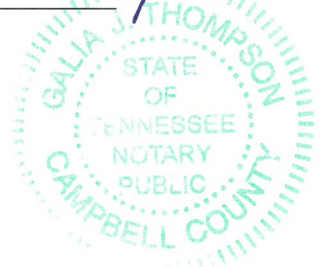
IRAN DIVESTMENT ACT

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: <http://tnsos.org/acts/> PublicActs.109.php.

Print Name Lansden E. Hill, JR
Signed [Signature]
Title President and CEO

Subscribed and sworn before me this 22nd day of Nov, 20 22.
Signed [Signature] Print Name Galia J Thompson
Title Notary of Campbell Co.
My commission expires: 08/05, 20 26.



NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/13/22 06:00 PM

Department: Finance

Category: Proposal

Prepared By: Dick Phebus

Department Head: Dick Phebus

Proposal for alarms, door access controls, and camera systems.

On November 1, 2022 an ad was placed in *The Daily News*. On November 10, 2022 the City of Bartlett held a mandatory pre-proposal meeting at City Hall. Sixteen vendors attended the meeting for questions and clarification of City requirements. On December 1, 2022 the City of Bartlett received two proposals. The two proposals were independently scored by two City Information Technology professionals and the Finance Director. Composite scores are listed in the table below and were used to make a recommendation to the Board of Mayor and Aldermen.

Proposals were received from the following vendors:

Convergint Technologies	80.0
Interactive Security Electronics	93.0

We recommend the proposal be awarded to Interactive Security Electronics with an overall composite score of 93.00. Interactive Security Electronics will be the preferred vendor for current and future alarm systems, door access controls, and camera systems with an initial term through June 30, 2023 with an option to renew for five additional one-year periods of July through June beginning July 1, 2023. Renewals will be contingent upon agreement of both the City of Bartlett and the successful proposer.

Funds are available in various building maintenance departmental accounts.

Thank you for your consideration.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: December 13, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to approve consent item for Alarms, Door Access Controls and Camera Systems.

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve the consent item for ALARMS, DOOR ACCESS CONTROLS AND CAMERA SYSTEMS INSTALLATION AND MONITORING.

BACKGROUND: City of Bartlett has multiple locations, including but not limited to City Hall, City Hall Annex, Fire Administration, Police Department/Criminal Justice Center, Public Works Administration, Performing Arts Center, Public Library, Recreation Center, Bartlett Station Municipal Center, Singleton Community Center, Senior Citizen Center, Parks and Recreation areas and Water Treatment Plants. These departments and offices are at various locations throughout City of Bartlett and are of various sizes and square footages. Locations may have some or several of the following: access controls, alarms - burglar, panic alert buttons and security cameras.

The equipment the City of Bartlett currently uses is ExacqVision Video Management Software Solutions, Kantech Access Control Systems, and DSC Intrusion Alarm products. The City's current installations include eight (9) locations with controlled door access (60+ doors), twenty-one (21) locations utilizing surveillance cameras (360+ cameras), fifteen (15) locations with burglar alarm products, and several locations with panic button capability. Many are integrated together and video feeds for events are accessible via real-time in the Bartlett Police Dispatch area. On November 1, 2022 the City issued a Request for Proposal for Door Access Controls and Camera Systems in The Daily News. On November 10, 2022, the city held a mandatory pre-proposal meeting at city hall where 16 potential proposers attended. On December 1, 2022, the city received two (2) RFPs containing qualifications, references, and cost information for these services. The two (2) RFPs were independently evaluated by the City's IT department and Finance Director. A weighted scoring sheet was used to evaluate the proposals with 4 major categories: Minimum Requirements, Required Services, References, and Cost. The four categories were further broken down into fourteen variables; each with a separate weight assigned. The resulting overall scores from each reviewer for the two vendors were averaged to result in a composite score for each vendor. Major categories and their respective weights were:

1. Minimum Requirements – 8 variables making up 24% of the total score
2. Required Services – 4 variables making up 45% of the total score
3. References – 1 variable making up 5% of the total score
4. Cost – 1 variable making up 26% of the total score

DISCUSSION: The highest composite score for each vendor will not necessarily result in the lowest annual labor cost based on the weights of the 4 major categories. Low labor cost vendors may score poorly on the remaining three categories. High scores on the first three categories may be offset by a high labor cost, resulting in a lower composite score.

BUDGET IMPACT: The City of Bartlett currently operates under an agreement with Interactive Security for the proposed services. Approval of this consent item will result in continuation of services currently provided through June 30, 2023 with options to renew for five additional

PROPOSED MOTION: To approve the consent item for City of Bartlett Door Access Controls and Camera Systems and award a contract to Interactive Security Electronics LLC.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/13/22 06:00 PM

Department: Finance

Category: Proposal

Prepared By: Dick Phebus

Department Head: Dick Phebus

Proposal for Storm/Disaster Debris Monitoring Services.

On October 18, 2022 an ad was placed in The Daily News. On November 8, 2022 the City of Bartlett received three proposals, which were opened and reviewed beginning November 8, 2022.

RFPs were received from the following companies:

Company	Average Composite Score
Thompson Consulting	74.00
True North Emergency Management	64.75
DebrisTech, LLC	86.00

We recommend the debris monitoring service be awarded to DebrisTech, LLC based on the highest average composite score of 86.00.

Funds are available in Account 122.48122.563.

Thank you for your consideration.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: December 13, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to approve consent item for disaster debris monitoring service.

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve the consent item for disaster debris monitoring service.

BACKGROUND: The Bartlett Department of Public Works has need to contract with a company for disaster debris monitoring services in the event of a major storm or disaster to affect the City of Bartlett. Such was the case of an ice storm resulting in a federal declaration of disaster which occurred in February 2022. On October 18, 2022 the City issued a Request for Proposal for Storm/Debris Monitoring services in The Daily News. On November 8, 2022, the city received three (3) RFPs containing qualifications, references, and hourly labor rates for these services. The three (3) RFPs were independently evaluated by Tommy Higgs, Aaron Davidson, Kasey Williamson, and Matt Crenshaw of the Public Works Department. A weighted scoring sheet was used to evaluate the proposals with 4 major categories: Minimum Requirements, Required Services, References, and Labor Cost. The four categories were further broken down into fifteen variables; each with a separate weight assigned. The resulting overall scores from each reviewer for the three vendors were averaged to result in a composite score for each vendor. Major categories and their respective weights were:

1. Minimum Requirements – 7 variables making up 20% of the total score
2. Required Services – 6 variables making up 48% of the total score
3. References – 1 variable making up 2% of the total score
4. Cost – 1 variable making up 30% of the total score

DISCUSSION: The highest composite score for each vendor will not necessarily result in the lowest annual labor cost based on the weights of the 4 mayor categories. Low labor cost vendors may score poorly on the remaining three categories. High scores on the first three categories may be offset by a high labor cost, resulting in a lower composite score.

BUDGET IMPACT: The annual labor cost for DebrisTech, LLC scored 25 out of 30. Scores in other categories were fairly consistent for all three vendors. The proposed labor cost for DebrisTech, LLC, when added with all other factors resulted in the best proposal for this service.

PROPOSED MOTION: To approve the consent item for City of Bartlett Disaster Debris Monitoring Service with the award to DebrisTech, LLC. Service to begin as needed as determined by the Department of Public Works.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/13/22 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for October 2022.



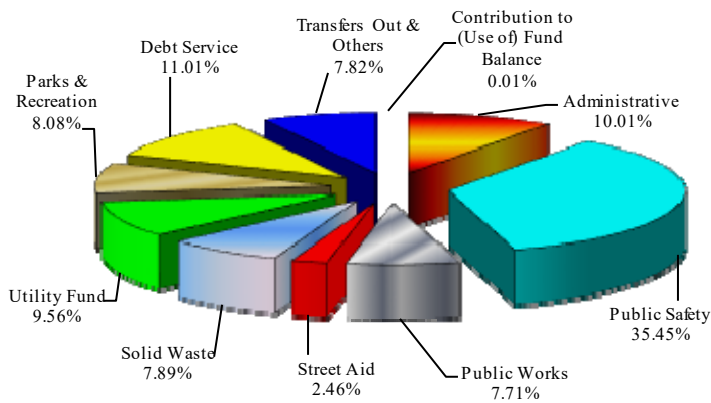
City of Bartlett

FINANCIAL REPORT

October 31, 2022

Total Expenditures, FY 2023 Budget: \$92,054,808

WHERE THE \$ GOES (Does not include School)

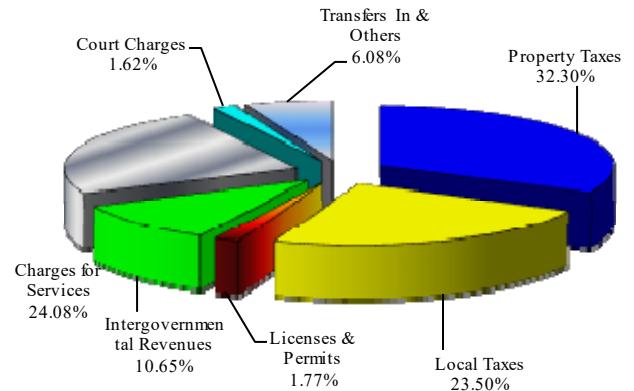


BUDGET HIGHLIGHTS

- June 30, 2022 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2022 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2021 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2023 Budget: \$92,054,808

WHERE THE \$ COMES FROM (Does not include School)



FY 2023 YEAR-TO-DATE For The Period Ending October 31, 2022

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,505,009	\$ 2,191,249
Public Safety	32,193,764	10,565,290
Public Works	6,967,139	2,298,720
Parks and Recreation	6,661,221	2,329,802
Performing Arts	777,765	228,883
Transfers & Other Gen. Fund Items	6,389,019	5,901,019
Subtotal	\$ 61,493,917	\$ 23,514,964
General Fund Revenues		
Property Taxes	\$ 29,731,000	\$ 762,561
Local Taxes	17,178,430	2,964,726
Building and Development Fees	1,626,200	513,631
Intergovernmental	7,654,000	1,144,693
Charges for Services	3,745,960	1,386,581
Court Charges	1,258,000	447,348
Other Revenue	300,327	169,204
Subtotal	\$ 61,493,917	\$ 7,388,744
Special Rev. Funds-Expenditures	\$ 11,024,872	\$ 2,579,352
Special Rev. Funds-Revenues	\$ 11,024,872	\$ 3,135,027
Utility Expenses	\$ 10,365,019	\$ 2,825,626
Utility Revenues	\$ 10,365,019	\$ 3,751,640
Debt Service Expenditures	\$ 9,171,000	\$ 6,160,973
Debt Service Revenues	\$ 9,171,000	\$ 5,446,036
Total Expenditures	\$ 92,054,808	\$ 35,080,914
Total Revenues	\$ 92,054,808	\$ 19,721,447

Note: FY 2023 Adopted Budget includes use of fund balance in the Special Revenue Funds.

Attachment: Oct22FinRpt (3243 : Treasurer's Report for October 2022)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending October 31, 2022

	FY 2022 Unaudited Actual	FY 2023 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2022	Year-to-Date Actual FY 2023	Increase/ Decrease in \$	Percent of FY 2022 Actual	Percent of FY 2023 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,541,461	\$ 8,505,009	\$ 963,548	\$ 2,360,174	\$ 2,191,249	\$ (168,925)	31.30%	25.76%	-5.53%
Public Safety	30,777,032	32,193,764	1,416,732	9,736,301	10,565,290	828,989	31.63%	32.82%	1.18%
Public Works	5,986,620	6,967,139	980,519	1,817,229	2,298,720	481,491	30.35%	32.99%	2.64%
Parks and Recreation	6,212,299	6,661,221	448,922	2,237,935	2,329,802	91,867	36.02%	34.98%	-1.05%
Performing Arts	731,876	777,765	45,889	190,999	228,883	37,884	26.10%	29.43%	3.33%
Transfers & Other Gen. Fund Items	9,161,033	6,389,019	(2,772,014)	6,901,019	5,901,019	(1,000,000)	75.33%	92.36%	17.03%
Total General Fund Expenditures	\$ 60,410,321	\$ 61,493,917	\$ 1,083,596	\$ 23,243,658	\$ 23,514,964	\$ 271,305	38.48%	38.24%	-0.24%
General Fund Revenues									
Property Taxes	\$ 29,671,002	\$ 29,731,000	\$ 59,998	\$ 728,336	\$ 762,561	\$ 34,225	2.45%	2.56%	0.11%
Local Taxes	16,586,268	17,178,430	592,162	2,735,136	2,964,726	229,591	16.49%	17.26%	0.77%
Building and Development Fees	1,632,022	1,626,200	(5,822)	481,132	513,631	32,499	29.48%	31.58%	2.10%
Intergovernmental	7,611,046	7,654,000	42,954	1,128,034	1,144,693	16,659	14.82%	14.96%	0.13%
Charges for Services	4,001,941	3,745,960	(255,981)	1,117,491	1,386,581	269,090	27.92%	37.02%	9.09%
Court Charges	1,351,432	1,258,000	(93,432)	445,351	447,348	1,997	32.95%	35.56%	2.61%
Other Revenue	1,128,797	300,327	(828,470)	800,271	169,204	(631,067)	70.90%	56.34%	-14.56%
Total General Fund Revenues	\$ 61,982,507	\$ 61,493,917	\$ (488,590)	\$ 7,435,749	\$ 7,388,744	\$ (47,005)	12.00%	12.02%	0.02%
Special Revenue Funds									
Street Aid Fund	\$ 2,389,204	\$ 2,260,000	\$ (129,204)	\$ 813,815	\$ 403,191	\$ (410,624)	34.06%	17.84%	-16.22%
Solid Waste Fund	6,803,184	7,323,166	519,983	1,774,669	1,740,238	(34,432)	26.09%	23.76%	-2.32%
General Improvement Fund	733,947	877,050	143,103	267,083	345,406	78,323	36.39%	39.38%	2.99%
Drug Enforcement Fund	322,685	297,000	(25,685)	7,476	54,059	46,583	2.32%	18.20%	15.88%
DEA Enforcement Fund	164,685	125,000	(39,685)	158,308	2,457	(155,851)	96.13%	1.97%	-94.16%
Drainage Control Fund	116,228	129,656	13,428	36,777	34,781	(1,995)	31.64%	26.83%	-4.82%
Park Improvement Fund	150,000	0	(150,000)	7,921	0	(7,921)	0.00%	0.00%	0.00%
E-Citation Fund	17,620	13,000	(4,620)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	6,947,500	0	(6,947,500)	476,851	(779)	(477,630)	6.86%	0.00%	-6.86%
Special Revenue Funds - Expenditures	\$ 17,645,053	\$ 11,024,872	\$ (6,620,180)	\$ 3,542,900	\$ 2,579,352	\$ (963,548)	20.08%	23.40%	3.32%
Special Revenue Funds - Revenues	\$ 16,570,143	\$ 11,024,872	\$ (5,545,271)	\$ 6,065,541	\$ 3,135,027	\$ (2,930,514)	36.61%	28.44%	-8.17%
Utility Fund									
Total Utility Operations	\$ 7,412,779	\$ 9,381,516	\$ 1,968,737	\$ 2,323,348	\$ 2,209,526	\$ (113,822)	31.34%	23.55%	-7.79%
Total Utility Debt Expenses	1,156,914	983,503	(173,411)	745,516	616,100	(129,416)	64.44%	62.64%	-1.80%
Total Utility Expenses	\$ 8,569,693	\$ 10,365,019	\$ 1,795,326	\$ 3,068,864	\$ 2,825,626	\$ (243,238)	35.81%	27.26%	-8.55%
Total Utility Revenues	\$ 10,832,271	\$ 10,365,019	\$ (467,252)	\$ 3,603,658	\$ 3,751,640	\$ 147,982	33.27%	36.20%	2.93%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,426,930	\$ 9,171,000	\$ (255,930)	\$ 6,522,301	\$ 6,160,973	\$ (361,328)	69.19%	67.18%	-2.01%
Total Debt Service Revenues	\$ 10,032,224	\$ 9,171,000	\$ (861,224)	\$ 6,366,236	\$ 5,446,036	\$ (920,200)	63.46%	59.38%	-4.07%
Total Expenditures	\$ 96,051,996	\$ 92,054,808	\$ (3,997,188)	\$ 36,377,723	\$ 35,080,914	\$ (1,296,809)	37.87%	38.11%	0.24%
Total Revenues	\$ 99,417,146	\$ 92,054,808	\$ (7,362,337)	\$ 23,471,184	\$ 19,721,447	\$ (3,749,737)	23.61%	21.42%	-2.19%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/13/22 06:00 PM

Department: Engineering

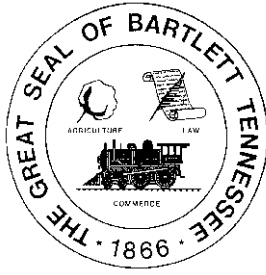
Category: Proposal

Prepared By: John Horne

Department Head: John Horne

Rename the Ardie Road Water Plant to the William R. McClanahan Water Treatment Facility.

Rick McClanahan will be retiring on December 31, 2022. Rick was hired on October 1, 1988. Rick has served the leadership and citizens of Bartlett faithfully for 34 years. Rick has a unique gift for problem solving, negotiating, and working through difficult challenges. Because of his many years of service, professionalism, and dedication, I recommend we rename the Ardie Road Water Treatment Plant #3 located at 4751 Ardie Road to the William R. McClanahan Water Treatment Facility.



~ **MEMORANDUM** ~

**CITY OF BARTLETT
DEPARTMENT OF ENGINEERING & UTILITIES**

DATE: 11/22/22

MEMO TO: Mayor McDonald

FROM: John Horne

RE: Rick McClanahan

Mayor:

Rick McClanahan will be retiring on December 31, 2022. Rick was hired on October 1, 1988. Rick has served the Leadership and citizens of Bartlett faithfully for 34 years! Rick has a unique gift for problem solving, negotiating, and working through difficult challenges.

As excited as I am for him on his upcoming retirement, I am equally dissatisfied for all of us. We are losing an incredible engineer and public servant. I will also greatly miss working with him personally on a daily basis. Rick has not only taught me a lot about engineering, but also how to treat people. Rick is a man of high character, but humble attitude.

Do not repay evil with evil or insult with insult. On the contrary, repay evil with blessing, because to this you were called so that you may inherit a blessing. I Peter 3:9.

I have seen Rick live this scripture out in his life to his staff, and also to citizens, contractors, and developers, and always holding to a high level of professionalism.

Rick has a lot of engineering achievements throughout his career. Old Brownsville Road, multiple infrastructure projects, waste water plants, and water treatment plants.

Because of his many years of service, professionalism, and dedication, I would like to recommend that we rename the Ardie Road Water Treatment Plant #3 to the **William R. McClanahan Water Treatment Facility**.

With your approval, I would like to add this request to the December 13 Board of Mayor and Aldermen Meeting.



ARDIE



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3238)

Meeting: 12/13/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3238

Resolution 40-22, a resolution to amend the FY2023 Grants Fund budget to recognize State of Tennessee, U.S. Department of Justice, and other grant awards totaling \$86,565.00 to the Bartlett Police Department for public safety and training purposes.

WHEREAS, the Bartlett Police Department (Department) solicits various grants from the State of Tennessee and other agencies on an annual basis to benefit the public safety of the citizens of Bartlett; and

WHEREAS, the Department has received notice of a \$3,500 grant from the Collaborative Reform Initiative Assistance Center for training and travel expenses to attend Officer Safety and Wellness training; and

WHEREAS, the Department has received notice of a Tennessee Highway Safety Office grant for \$20,000 to improve traffic safety and provide training; and

WHEREAS, the Department has received notice of an additional Tennessee Highway Safety Office enhancement grant for \$40,000 to improve traffic safety and provide training to increase law enforcement effectiveness; and

WHEREAS, the Department has received notice from the Office of Justice Programs for a FY22 Edward Byrne Memorial Justice Assistance Grant of \$13,139 for purchase of body-worn cameras; and

WHEREAS, the Department has received notice of a grant from the Tennessee Corrections Institute for \$9,926 to be used for equipment purchases and training for corrections and jail-based employees; and

WHEREAS, the Department has partnered with the Bartlett Parks and Recreation Department to receive a "Keep Tennessee Beautiful" grant for littering signage and cameras for \$5,000, expenses for which will be reimbursed;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett Grant Fund FY2023 budget adopted on final reading on May 24, 2022, is amended by including the above grant revenues and expenditures. General Ledger accounts, with description, to be amended are presented in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33683.021222	TDOT Grants	\$60,000	
131.42100.121.02122	Employee Wages		\$31,000
131.42100.163.02122	Travel		\$4,000
131.42100.341.02122	Operating Supplies		\$10,000

131.42100.939.02122	Other Equipment		\$15,000
131.30000.33636.02623	Federal Justice Assistance Grant	\$13,139	
131.42100.939.02623	Other Equipment		\$13,139
131.30000.33686.02322	TN Correctional Institute Grant	\$9,926	
131.42100.341.02322	Operating Supplies		\$9,926
13130000.33623.02422	CRI-TAC IAC of Police Grant	\$3,500	
131.42100.156.02422	Training		\$3,500
131.30000.33624.02523	Keep American Beautiful Grant	\$5,000	
131.42100.939.02523	Other Equipment		\$5,000

Adopted this day of December 13, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																															
Begin Date October 01, 2022		End Date September 30, 2023		Agency Tracking # Z23THS013																																											
Edison ID 23-74579 (PT)																																															
Grantee Legal Entity Name Bartlett Police Department				Edison Vendor ID 1617																																											
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing # (formerly CFDA#) 20.600																																													
		Grantee's fiscal year end 06/30																																													
Service Caption (one line only) Network Coordinator																																															
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td></td> <td>\$20,000.00</td> <td></td> <td></td> <td>\$20,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$20,000.00</td> <td></td> <td></td> <td>\$20,000.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2023		\$20,000.00			\$20,000.00																									TOTAL:		\$20,000.00			\$20,000.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																																										
2023		\$20,000.00			\$20,000.00																																										
TOTAL:		\$20,000.00			\$20,000.00																																										
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection																																															
Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.																																															
Budget Officer Confirmation I hereby certify that the appropriation from which obligations hereunder are required to be paid, that is not already encumbered to pay other obligations. DN: cn=Sonya Hadley, o=TN Dept of Safety and Homeland Security, ou=TDOSHS - Budget Division, email=sonya.hadley@tn.gov, c=US Date: 2022.10.19 10:48:04 -05'00'																																															
Speed Chart (optional)		Account Code (optional) 71302000																																													

CPO USE - GG

Attachment: Bartlett Police Department DOS Grant 20000 (3238 : Res. 40-22, Police Grants)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Bartlett Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Bartlett Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

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 undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- 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.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2022 ("Effective Date") and extend for a period of twelve (12) 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 Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One 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 Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- 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: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (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-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) 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 the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract 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 Term 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.

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:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589
FAX #: (615) 253-5523

The Grantee:

Wesley Wilson, Traffic Investigator
Bartlett Police Department
3730 Appling Rd.
Bartlett, Tennessee 38133
Wwilson@bartlettspolice.org
Telephone # (901) 385-5529

FAX # (901) 382-9179

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 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. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

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 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.
- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: [http.](http://)

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

IN WITNESS WHEREOF,

Bartlett Police Department:

A. Keith McDonald
GRANTEE SIGNATURE

9-13-2022
DATE

A. Keith McDonald, Mayor
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Received/TDOSHS Commissioner's Office

Jeff Long - SBG

Digitally signed by Jeff Long - SBG
Date: 2022.10.14 10:41:31 -05'00'

10/12/2022

JEFF LONG, COMMISSIONER

DATE

Attachment: Bartlett Police Department DOS Grant 20000 (3238 : Res. 40-22, Police Grants)

ATTACHMENT ONE
PAGE 1

GRANT BUDGET
Agency Name: Bartlett Police Department
Project Title: Network Coordinator
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/01/2022 END: 09/30/2023

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$13,000.00	\$0.00	\$13,000.00
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	\$5,000.00	\$0.00	\$5,000.00
11, 12	Travel, Conferences & Meetings	\$2,000.00	\$0.00	\$2,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$20,000.00	\$0.00	\$20,000.00

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: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).
2. Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Bartlett Police Department
Subrecipient's Unique Entity Identifier (SAM)	12-501-2901
Federal Award Identification Number (FAIN)	69A37522300004020TN0
Federal award date	10/01/2022
Subaward Period of Performance Start and End Date	10/01/2022 - 09/30/2023
Subaward Budget Period Start and End Date	10/01/2022 - 09/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2022
Grant contract's end date	09/30/2022
Amount of federal funds obligated by this grant contract	\$20,000.00
Total amount of federal funds obligated to the subrecipient	\$20,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,401,637.71
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

ATTACHMENT THREE

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 1617

Is Bartlett Police Department a parent? Yes ☐ No ☒

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

Is Bartlett Police Department a child? Yes ☒ No ☐

If yes, complete the fields below.

Parent entity's name: City of Bartlett

Parent entity's tax identification number: 62-6011034

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

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

Parent entity's contact information

Name of primary contact person: Dick Phebus, Finance Director

Address: 6400 Stage Rd Bartlett, TN 38134

Phone number: 901-385-6428

Email address: dphebus@cityofbartlett.org

Parent entity's Edison Vendor ID number, if applicable: 1617



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I, A. Keith McDonald as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Bartlett hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2022-2023 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Wesley J Wilson Patrolman
Name and Title (Printed)

[Signature]
Signature

Lieutenant Robert C Allen
Name and Title (Printed)

[Signature]
Signature

Capt Eric Lappan
Name and Title (Printed)

[Signature]
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

A. Keith McDonald
Signature of Person Granting Authority
Mayor

9/13/22
Date

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 01, 2022		End Date September 30, 2023		Agency Tracking # Z23THS014	Edison ID 23-74579 (PT)
Grantee Legal Entity Name Bartlett Police Department					Edison Vendor ID 1617
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing # (formerly CFDA#) 20.600		Grantee's fiscal year end 06/30	
Service Caption (one line only) Community-Based Traffic Safety Enforcement and Education					
Funding —	FY	State	Federal	Interdepartmental	Other
	2023		\$40,000.00		
TOTAL:			\$40,000.00		\$40,000.00
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection					
Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.					
Budget Officer Confirmation Appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Digitally signed by Sonya Hadley DN: cn=Sonya Hadley, o=TN Dept of Safety and Homeland Security, ou=TDOSHS - Budget Division, email=sonya.hadley@tn.gov, c=US Date: 2022.10.19 10:54:10 -05'00'					
Speed Chart (optional)		Account Code (optional) 71302000			
CPO USE - GG					

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Bartlett Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Bartlett Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

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 undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds; and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- 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.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2022 ("Effective Date") and extend for a period of twelve (12) 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 Forty Thousand Dollars and Zero Cents (\$40,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One 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 Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- 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: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (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-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - 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.
 - The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.
 - The Grantee must close out its accounting records at the end of the Term 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.

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:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589
FAX #: (615) 253-5523

The Grantee:

Robert Allen, Lieutenant
Bartlett Police Department
3730 Appling Rd.
Bartlett, Tennessee 38133
rallen@bartlettspolice.org
Telephone # (901) 385-5529

FAX # (901) 382-9179

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 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. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.

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 through 67-6-608. 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 thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.
As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment 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.

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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: [http](http://www.sam.gov).

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

IN WITNESS WHEREOF,

Bartlett Police Department:

A. Keith McDonald 9-13-2022
GRANTEE SIGNATURE DATE

A. Keith McDonald, Mayor
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

Received/TDOSHS Commissioner's Office

Jeff Long - SBG

Digitally signed by Jeff Long -
SBG

10/12/2022

Date: 2022.10.14 10:43:37 -05'00'

JEFF LONG, COMMISSIONER

DATE

Attachment: Bartlett Police Department DOS Grant 40000 (3238 : Res. 40-22, Police Grants)

ATTACHMENT ONE
PAGE 1

GRANT BUDGET
Agency Name: Bartlett Police Department
Project Title: Community-Based Traffic Safety Enforcement and Education
The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: 10/01/2022 END: 09/30/2023

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$18,000.00	\$0.00	\$18,000.00
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	\$5,000.00	\$0.00	\$5,000.00
11, 12	Travel, Conferences & Meetings	\$2,000.00	\$0.00	\$2,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$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	\$15,000.00	\$0.00	\$15,000.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$40,000.00	\$0.00	\$40,000.00

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: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).
2. Applicable detail follows this page if line-item is funded.

ATTACHMENT ONE
PAGE 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Distracted/Impaired Driving Simulator, Equipment (\$5,000 or more)	\$15,000.00
TOTAL	\$15,000.00

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Bartlett Police Department
Subrecipient's Unique Entity Identifier (SAM)	12-501-2901
Federal Award Identification Number (FAIN)	69A37522300004020TN0
Federal award date	10/01/2022
Subaward Period of Performance Start and End Date	10/01/2022 - 09/30/2023
Subaward Budget Period Start and End Date	10/01/2022 - 09/30/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2022
Grant contract's end date	09/30/2022
Amount of federal funds obligated by this grant contract	\$40,000.00
Total amount of federal funds obligated to the subrecipient	\$40,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,401,637.71
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

Attachment: Bartlett Police Department DOS Grant 40000 (3238 : Res. 40-22, Police Grants)

ATTACHMENT THREE

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 1617

Is Bartlett Police Department a parent? Yes ☐ No ☒

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

Is Bartlett Police Department a child? Yes ☒ No ☐

If yes, complete the fields below.

Parent entity's name: City of Bartlett

Parent entity's tax identification number: 62-6011034

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

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

Parent entity's contact information

Name of primary contact person: Dick Phebus, Finance Director

Address: 6400 Stage Rd Bartlett, TN 38134

Phone number: 901-385-6428

Email address: dphebus@cityofbartlett.org

Parent entity's Edison Vendor ID number, if applicable: 1617

Attachment: Bartlett Police Department DOS Grant 40000 (3238 : Res. 40-22, Police Grants)



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

A.K.

SIGNATURE AUTHORITY CONSENT FORM

I, A. Keith McDonald as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Bartlett hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2022-2023 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Wesley J. Wilson Patrolman
Name and Title (Printed)

[Signature]
Signature

Lieutenant Robert Allen
Name and Title (Printed)

[Signature]
Signature

Capt. Eric Leppana
Name and Title (Printed)

[Signature]
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

A. Keith McDonald
Signature of Person Granting Authority
MAYOR

9/13/22
Date

September 27, 2022

Dear Steve Sones,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF BARTLETT for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$13,139.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of

Attachment: Edward Berne Camera OJP Grant 13139 (3238 : Res. 40-22, Police Grants)

federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF BARTLETT

UEI

JWQTAWLRGU38

Street 1

6400 STAGE RD

Street 2

City

BARTLETT

State/U.S. Territory

Tennessee

Zip/Postal Code

38134

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/27/22

Award Type

Initial

Award Number

15PBJA-22-GG-02782-JAGX

Supplement Number

00

Federal Award Amount

\$13,139.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program
Statutory Authority	

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

Application Number

GRANT13680421

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Shaketta Cunningham

Phone Number

[202-514-4493](https://www.usdoj.gov/202-514-4493)

E-mail Address

Shaketta.Cunningham@usdoj.gov

Project Title

Body-Worn Camera (BWC) Expansion Project

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2023

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2023

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

Award Acceptance

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 12/01/2022		End Date 04/30/2023		Agency Tracking # 31609-0005	
				Edison ID DGA	
Grantee Legal Entity Name City of Bartlett				Edison Vendor ID 1617	
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number N/A Grantee's fiscal year end 6/30/2022			
Service Caption (one line only) FY23 Training Equipment Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$9,926.00				\$9,926.00
TOTAL:	\$9,926.00				\$9,926.00
Grantee Selection Process Summary					
☒ Competitive Selection		A competitive selection process was utilized pursuant to the DGA.			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

Attachment: 2022 Bartlett PD TCI Contract 9926 (3238 : Res. 40-22, Police Grants)

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE CORRECTIONS INSTITUTE
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Corrections Institute, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Bartlett, hereinafter referred to as the "Grantee," is for the provision of FY23 Training Equipment Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

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. Service Goals. To procure, install, and utilize new training equipment that assists in the successful execution and facilitation of correctional staff training.
- A.4. Service Recipients. Type 1 Local Correctional Adult Facilities as defined by Chapter 1400-01 Minimum Standards for Local Correctional Facilities, 1400-01-.02 (4)(a).
- A.5. Service Description. The Grantee shall utilize grant funding to purchase items that ensure the Grantee completes the Service Goals. The grantee shall:
 - a. Purchase training-related equipment prior to the grant end date and ensure that equipment and services are used for training corrections and jail-based employees.
 - b. Follow local procurement policies and procedures.
 - c. Submit documentation to the State that purchased equipment was received and installed prior to the grant expiration date.
- 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:

This Grant Contract shall be effective on 12/01/2022 ("Effective Date") and extend for a period of five (5) 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 Nine Thousand Nine Hundred Twenty Six Dollars (\$9,926.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B 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 – Partial Advance Payment. 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. The amount of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be paid to the Grantee in advance upon approval of this Grant Contract. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices for payment prior to any additional reimbursement of allowable costs. The total of all payments to the Grantee shall not exceed the maximum liability of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Joanne Pogue, ASA 4
 Tennessee Corrections Institute
 Percy Priest Cottage
 279D Stewarts Ferry Pike
 Nashville, TN 37214-3325
Joanne.Pogue@tn.gov
 Telephone: 931-212-7916

- 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: Tennessee Corrections Institute
 - (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 thirty (30) 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 the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract 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 Term 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.
- 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:

Jason J. Smith, Project Manager
279D Stewarts Ferry Pike
Percy Priest Cottage
Nashville, TN 37214
TCI.Operations@tn.gov
Telephone # 615-879-5453
FAX # n/a

The Grantee:

Jeremy Springer, Lieutenant
Bartlett Police Department
3730 Appling Road
Bartlett, TN 38133-2745
jspringer@bartlettpolice.org
Telephone # 901-359-9375
FAX # n/a

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 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.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

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

- E.2. Prison Rape Elimination Act (PREA). The Grantee must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

IN WITNESS WHEREOF,

CITY OF BARTLETT:

A. Keith McDonald November 8, 2022
GRANTEE SIGNATURE DATE

A. Keith McDonald, Mayor.
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE CORRECTIONS INSTITUTE:

WILLIAM F. WALL, EXECUTIVE DIRECTOR

DATE

Attachment: 2022 Bartlett PD TCI Contract 9926 (3238 : Res. 40-22, Police Grants)

Application/Scope of Services TCI Training Equipment Grants FY 2023

APPLICANT AGENCY NAME: Bartlett Police Department / City of Bartlett

A. AGENCY INFORMATION

A.1. Is your agency a Type 1 Local Adult Correctional Facility located in the State of Tennessee? Answer Yes or No.

Yes

A.2. Is your agency currently Tennessee Corrections Institute certified? (Answer Yes or No)

Yes

B. INPUTS

B.1. Please explain what you will do with the items you want to purchase in section B.4. below and why these items will help your agency execute/improve training?

We would like to upgrade our Training Room by adding technology which will allow us to record video and audio of training sessions. This purchase will allow us to host more training and record the sessions for employees not able to attend the sessions but would benefit from the training. We will purchase a laptop for the supervisor to use for training and for developing lesson plans.

B.2. Please describe any problems you are having with your current training equipment.

Currently cannot record video and audio of training sessions to use for further training of those who cannot attend in person.

B.3. How many Correctional Officer positions does your agency have? How many of those positions are filled?

13 positions. Fully staffed.

B.4. Please attach a list of items you want to buy and how much those items cost. Items should be purchased from your agency's procurement contract when possible. Agencies should follow their agency's procurement policies. All agencies should be tax exempt, and may not pay sales tax on the items they purchase with grant money. Shipping and Handling costs, if applicable, should be included on your spreadsheet. For your convenience, TCI is providing a spreadsheet for you to use as a template (please see budget document). Applications missing the spreadsheet will be returned for additional work. If your grant is not for equipment, but for construction in your training area, please describe in detail below.

Two quotes attached from ComServ and HP.

B.5. Please provide a brief grant timeline including purchase date, date equipment is expected to arrive, and when it will be deployed. If it is construction related, please describe what the project is and how long it will take. **Grant dollars must be expended by June 30, 2023.**

If awarded the grant on 12/1/2022, we would immediately purchase (order) all the equipment. There is an approximate 45-60 day turnaround to receive the equipment. Around February 2023 installation would begin and take approximately 2 weeks. Tentative completion date would be March 2023.

ATTACHMENT A

- B.6 Who will benefit from this grant expenditure, and how? Please use employee titles rather than specific names. (Example: All Corrections Officers, Corporals, and Sergeants will benefit from the purchase of...)

All Corrections Officers and Supervisors would benefit from being able to host training in-house (virtual and in person) and not have to go offsite. All Police Department Personnel will be able to utilize the training room for many different types of training not available currently due to the recording constraints in the room.

C. DATA COLLECTION

- C.1. Please note that under the terms of the grant your agency will be required to provide receipts, purchase orders, and/or invoices to close out the grant. Are you willing to maintain all the required documentation and submit it prior to July 30, 2023?

Yes

ATTACHMENT B

Page 1

GRANT BUDGET				
AGENCY NAME: City of Bartlett / Bartlett Police Department				
FUND SOURCE: STATE				
SOLICITATION IDENTIFICATION TITLE: FY23 TRAINING EQUIPMENT GRANT				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 12/1/2022 END: 4/30/2023				
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	\$1,895.00	\$0.00	\$1,895.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$8,031.00	\$0.00	\$8,031.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$9,926.00	\$0.00	\$9,926.00

Attachment: 2022 Bartlett PD TCI Contract 9926 (3238 : Res. 40-22, Police Grants)

ATTACHMENT B

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Bartlett Police Department

FUND SOURCE: State

SOLICITATION IDENTIFICATION TITLE: FY23 Training Equipment Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
1 subcontracted professional to install audiovisual equipment	\$1,895.00
TOTAL	\$1,895.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Sensitive Minor Equipment: 1 laptop computer, microphone, recorder, camera	\$7,122.00
All Other Items: Install kit, small camera, ceiling mounts	\$909.00
TOTAL	\$8,031.00

Attachment: 2022 Bartlett PD TCI Contract 9926 (3238 : Res. 40-22, Police Grants)

Item Description	Vendor	Cost	Purpose
Monitor	ComServ	\$ 349.00	for live video viewing, local
Lavalier Microphone	ComServ	\$ 899.00	for presenter
Ceiling Mounts for cameras	ComServ	\$ 349.00	
Network video recorder	ComServ	\$ 1,599.00	
Main camera with pan tilt zoom	ComServ	\$ 2,339.00	
fix camera for screen and blackboard	ComServ	\$ 365.00	
Intallation kit	ComServ	\$ 195.00	
Labor for Installation	ComServ	\$ 1,895.00	
1 Laptop	HP	\$ 1,936.00	Lesson Planning
	Total:	\$ 9,926.00	

ATTACHMENT C**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number:

Is City of Bartlett a parent? Yes No ☐ ☐

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

Is City of Bartlett a child? Yes No ☐ ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

From: Ryan Daugirda <daugirdar@theiacp.org>
Sent: Wednesday, October 12, 2022 10:19
To: Tina Schaber <tschaber@bartlettspolice.org>
Cc: Hannah Aanenson <aanenson@theiacp.org>
Subject: [External]RE: [External]RE: [External]RE: [External] RE: Assistance Requested

WARNING

This email originated from outside of The City of Bartlett. **Do not click links or open attachments unless you recognize the sender and know that the content is safe.**

Hi Chief Inspector Schaber,

We just received approval from the COPS Office to proceed with the work plan this morning. I will be sending that to you today. Once it's signed off by your agency we can begin making travel arrangements.

If you want to provide their names and contact information, Hannah can work on getting them setup in our travel system.

Thank you,
Ryan

Ryan M. Daugirda

Project Manager, Programs

International Association of Chiefs of Police

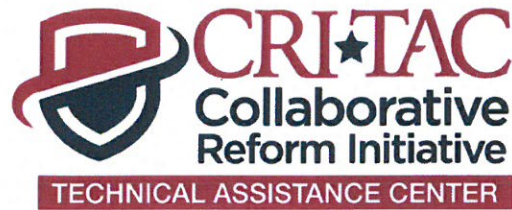
44 Canal Center Plaza, Suite 200, Alexandria, VA 22314

Direct: 703-647-6851 | Main Line: 800-THE-IACP

daugirdar@theiacp.org | theIACP.org | theIACPconference.org

[Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#) | [IACPBlog](#)





TECHNICAL ASSISTANCE WORK PLAN

Date: 9/28/2022

Request Method: ☐ Phone Call ☐ Email ☒ Other Fast-track

Name: Bartlett, Tennessee, Police Department

Agency Type: ☒ Local ☐ State ☐ Federal ☐ Tribal ☐ Campus ☐ Sheriff ☐ Other

Number of Sworn Officers: 136

Estimated Population Served: 61,000

Point of Contact: Tina Schaber, Chief Inspector / tschaber@bartlettspolice.org

Executive Signoff Confirmed: Jeff Cox, Chief / jcox@bartlettspolice.org

Description of Request

The Bartlett, Tennessee, Police Department (BPD) is requesting leadership and resiliency training for its officers. BPD seeks to educate its officers on the importance of physical and mental wellness, specifically for coping with stressful or traumatic incidents.

Services

- ☒ Resource referral
- ☐ Web-Based Training
- ☒ In-Person Training
- ☐ Virtual Coaching/Mentoring
- ☐ On-Site Consultation
- ☐ Policy Assistance
- ☐ Agency Peer Exchange
- ☐ Other _____

Topic Areas

- | | |
|---|--|
| ☐ Active Shooter Response | ☐ Management and Supervision |
| ☐ Community Engagement | ☐ Mass Casualty Response |
| ☐ Crime Analysis | ☐ Mass Demonstration Response |
| ☐ Crime Scene Processing | ☐ Modern Police Performance Management (e.g., CompStat) |
| ☐ Crisis Intervention | ☒ Officer Safety and Wellness |
| ☐ De-escalation | ☐ Private Sector Coordination and Partnerships |
| ☐ Domestic Violence Reduction and Prevention | ☐ Proactive Policing |
| ☐ Drug Abuse Prevention | ☐ Problem Solving Techniques |
| ☐ Drug Identification and Response | ☐ Prosecution Coordination and Partnerships |
| ☐ Drug-Related Crime | ☐ Public Sector Coordination and Partnerships |
| ☐ Elder Abuse | ☐ Recruitment, Hiring, and Retention |
| ☐ Evidence Collection and Storage | ☐ School Safety |
| ☐ Focused Deterrence | ☐ Shared Service Models |
| ☐ Gangs | ☐ Traffic Safety |
| ☐ Gun Violence Reduction and Prevention | ☐ Unmanned Aerial Systems |
| ☐ Hate Crimes | ☐ Violent Crime Reduction and Prevention |
| ☐ Homeless Populations | ☐ Youth Engagement |
| ☐ Human Trafficking | ☐ Other _____ |
| ☐ Intelligence and Information Sharing | |
| ☐ Interpersonal Violence | |
| ☐ Leadership | |

Description of Activities

The Collaborative Reform Initiative Technical Assistance Center (CRI-TAC) will provide resources to BPD to guide the subsequent phases of delivery. Prior to delivery, the International Association of Chiefs of Police (IACP) and the Office of Community Oriented Policing Services (COPS Office) will review and approve all resource materials. The resources include:

- [IACP Officer Safety and Wellness Webpage](#) for resources and model policies about mental health and resiliency, physical health, suicide prevention, tactical safety, family wellness, and retirement
- [Strengthening Resilience: Essentials for Officer Well-Being](#)
- [Improving Law Enforcement Resilience: Lessons and Recommendations](#)
- [Critical Components of Officer Mental Wellness and Resiliency](#)
- [Humanizing the Stress of Policing: A Non-Diagnostic Approach to Teaching Stress Resilience](#)
- [National Consortium on Preventing Law Enforcement Suicide Toolkit](#)

The CRI-TAC will send three BPD personnel to attend a three-day in-person *Comprehensive Officer Resilience* train-the-trainer course hosted by the Holly Springs, North Carolina, Police Department. This training will be delivered by the FBI National Academy Associates (FBINAA), a current CRI-TAC partner

organization, and will educate participants on balancing thought process, understanding emotion, capitalizing on their strengths, and using the resilience toolkit and 'Activating event, Brain, Consequences' (ABC) model to react to stressful situations. Course outcomes include the ability to:

- Comprehend and respond to the concept of resilience, positive thinking, accomplishing goals, and balancing thinking
- Highlight the link between thoughts and subsequent emotions
- Understand the value of recognizing and utilizing personal strengths and the strengths of others
- Develop spiritual, physical, and mental resilience and utilize interpersonal problem-solving skills

BPD will participate in all close-out activities, to include: a close-out phone call; a client satisfaction survey; and a six-month Post TA Impact Survey.

Personnel Assigned

COPS Office

Senior Program Specialist, Nazmia Comrie – general oversight

IACP Staff

Program Manager, Laura Wilt – general oversight

Project Manager, Ryan Daugirda – primary contact for SMEs and agency contact, manage day-to-day activities, ensure all work done on time and in accordance with work plan

Project Coordinator, Hannah Aanenson – monitor timelines, support day-to-day activities, and general project support

Partners: FBINAA

Subject Matter Experts/Consultants

To be determined, four instructors from the FBINAA team.

Deliverables

To Agency:

- Resources listed above
- *Comprehensive Officer Resilience* train-the-trainer course

To the COPS Office:

- *Comprehensive Officer Resilience* train-the-trainer course curriculum

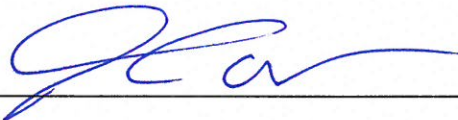
Timeframe

September—December 2022

Acceptance Sign-off Form

All requests must be received from the chief executive of a law enforcement agency or with expressed authorization from the chief executive of the law enforcement agency.

This work plan represents the training and technical assistance workflow, key features, personnel, functionality, and reporting capabilities provided by the CRI-TAC to your agency. As a recipient of the training and/or technical assistance, we ask that you review all functions of the work plan and agree to the proposed actions, delivery, and timeline and that they are appropriate for your agency. If a written deliverable is included in this work plan the CRI-TAC suggests that you obtain a review of the work plan by your legal counsel.

Signature: 

Printed Name: JEFF COX

Title: Chief of Police

Additional Resource

Please check one to indicate if you would like to be included in the CRI-TAC Online Resource Community:

☒ I would like to be included ☐ I would not like to be included

The long-term goal of this platform is to provide additional support to requesting agencies through an online networking community. Here you can share ideas, discuss challenges, post and answer questions via a discussion board, read agency spotlights, and more. This community embodies the “by the field, for the field” approach of the CRI-TAC. By checking to be included we will be adding the agency executive and the point of contact listed at the beginning of this document.

Keep Tennessee Beautiful
Law Enforcement Grant Program

Grant Agreement

Grant Recipient: Bartlett Police Department

Total Grant Amount: Maximum of \$5,000.00 (reimbursement)

Administrator: Kyle Howard, Keep Tennessee Beautiful, Research & Education Coordinator

Requirements

1. All officers and other grant participants must receive a litter law enforcement grant training prior to starting grant projects. Trainings will be administered by a member of the Keep Tennessee Beautiful Staff.
2. All funds must be used exclusively for items or labor within the preapproved scope of the project. Items or labor outside of the scope of litter prevention, litter cleanup, or litter law enforcement will not be reimbursed.
3. Itemized receipts or will be required for reimbursement of materials. Payroll stubs will be required for any reimbursements related to labor.
4. All activity performed within the process of the grant must be recorded and reported to Keep Tennessee Beautiful to determine the measurable impact of the program.
5. Reimbursements are not to exceed the preapproved amount of \$5,000.00

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Keep Tennessee Beautiful Law Enforcement Grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment: Keep TN Beautiful Grant 5000 (3238 : Res. 40-22, Police Grants)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3241)

Meeting: 12/13/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3241

Resolution 41-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools Nutrition Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School and Special Revenue Fund budgets, as amended; and

WHEREAS, the Bartlett City Board of Education, using Resolution 10-3, has approved a budget amendment on November 17, 2022, which increases its Nutrition Fund expenditures by \$25,000 for the purpose of installation of food service equipment at Altruria Elementary school. Funds were provided for this increase from USDA grant funding of \$25,000; and

WHEREAS, resolution 10-3 of the Bartlett City Board of Education is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendment to the FY2023 General Purpose School Nutrition Fund of the Bartlett City Board of Education is approved.

Adopted this day of December 13, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 10-3

A RESOLUTION TO AMEND THE 2022-2023 FISCAL YEAR SCHOOL NUTRITION FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the School Nutrition Fund Budget for the 2022-2023 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts and within the following grants referenced below:

2022-23 SCHOOL NUTRITION FUND BUDGET REVENUES		\$3,663,534
Revenues are amended in the following categories:		
143-47114-00000-000-0000-0000 School Nutrition Fund – USDA Other is amended from \$0 to \$25,000		\$25,000
Amended 2022-23 School Nutrition Fund Budget Revenues		\$3,688,534
2022-23 SCHOOL NUTRITION FUND BUDGET EXPENDITURES		\$3,663,534
Expenditures are amended in the following categories:		
143-73100-71000-420-9999-0000 School Nutrition Fund – Food Service – Food Service Equipment is amended from \$60,000 to \$85,000		\$25,000
Amended 2022-23 School Nutrition Fund Budget Expenditures		\$3,688,534

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective November 17, 2022 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of November, 2022.

D. Bryan Woodruff, Chairman
Bartlett City Board of Education

David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/13/22 06:00 PM

Department: Board of Mayor and Aldermen

Category: Presentation

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Retirement Recognitions.

The City of Bartlett recognizes the following upon their retirements:

Michael J. Adams, Director of Public Works

Jim Brown, Director of Code Enforcement

Mark Brown, Chief Administrative Officer

Rick McClanahan, Director of Engineering/City Engineer

Tina Schaber, Chief Inspector, Police Department

Terry Wiggins, Fire Chief

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/13/22 06:00 PM

Department: Board of Mayor and Aldermen

Category: Presentation

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Recognition in Honor of Alderman W. C. Pleasant.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/13/22 06:00 PM
Department: Administration
Category: Presentation
Prepared By: Penny Medlock
Department Head: Mark Brown

Recognition in Honor of Mayor A. Keith McDonald.