



Metropolitan Council

**PROPOSED LATE-FILED
RESOLUTIONS, SECOND
SUBSTITUTE ORDINANCE,
SUBSTITUTE ORDINANCES, AND
AMENDMENTS TO ORDINANCES
TO BE FILED WITH THE METRO
CLERK**

**FOR THE COUNCIL MEETING OF
TUESDAY, JUNE 16, 2020**

LATE-FILED Resolution No. _____

A resolution approving amendment two to a grant from the State of Tennessee, Department of Finance and Administration, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to serve youth and young adults with trauma.

WHEREAS, The Metropolitan Government of Nashville and Davidson County previously entered into a grant agreement with the State of Tennessee, Department of Finance and Administration, approved by RS2019-1567; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$500,000.00 from \$996,070.00 to \$1,496,070.00 with a required cash match of \$117,900.00 for a new cash match total of \$300,117.00 and extend the end date of the grant from June 30, 2020, to June 30, 2021, a copy of which amendment two is attached hereto; and,

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

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

Section 1. That amendment two to the grant by and between the State of Tennessee, Department of Finance and Administration, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission, to serve youth and young adults with trauma, a copy of which amendment two is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

APPROVED AS TO AVAILABILITY
OF FUNDS:

INTRODUCED BY:

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Member(s) of Council

Assistant Metropolitan Attorney

JOHN COOPER
METROPOLITAN MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Cynthia L. Croom, Ed.D.
Executive Director

METROPOLITAN ACTION COMMISSION

800 2nd Avenue North, Nashville, Tennessee 37201
P.O. Box 196300, Nashville, TN 37219-6300
Phone (615) 862-8860 / Fax (615) 862-8881
www.nashville.gov/mac

June 10, 2020

Vice Mayor Jim Shulman
and Members of Metropolitan Council
Metropolitan Council
One Public Square, Suite 204
P. O. Box 196300
Nashville, TN. 37219-6300

Dear Vice Mayor Shulman and Members of Metropolitan Council:

I am writing to respectfully request a late file motion on behalf of the Metropolitan Action Commission (MAC) as we have recently been awarded a Victims of Crime Act (VOCA) grant from the Tennessee Office Of Criminal Justice Programs.

Currently, the implementing agency for this grant is the Nashville Career Advancement Center (NCAC). However, as programs of NCAC are now administered by MAC, the Tennessee Office of Criminal Justice Programs has awarded MAC with VOCA Amendment #2 listing the Metropolitan Action Commission as the implementing agency. VOCA Amendment #2 also extends the grant period to December 29, 2021.

This VOCA grant will award MAC \$500,000 to address the needs of Youth and Young Adult with Trauma. This grant will enable MAC to establish of engagement hubs to provide a coordinated service delivery system that will support the alignment of resources, create referral networks, and ensure quality standards of services for youth and young adults impacted by trauma. Some of these services include peer mentors, success navigators, career pathway support to include childcare, transportation, books, financial health services, etc. The \$125,000 required match is currently within MAC's proposed FY21 budget.

Your consideration of this request is greatly appreciated and would allow us to assist vulnerable youth and young adults in our city who have experienced trauma. If you have any additional questions, please do not hesitate to contact me.

Sincerely,


Cynthia Croom



The community action agency for Nashville and Davidson County
003

Breaking the cycle of poverty in our community – one child, one person, one family at a time.



RESOLUTION NO. RS2020 -

A resolution appropriating to certain accounts for the benefit of various Metropolitan Government of Nashville and Davidson County Departments Sixteen Million, Seven Hundred Thousand Dollars (\$16,700,000), for the support of various agencies providing services to members of the community Two Million, Eight Hundred Thousand Dollars (\$2,800,000), for the benefit of Metropolitan Nashville Public School Students Twenty Four Million Dollars (\$24,000,000) and, for the benefit of a community needs assessment Five Hundred Thousand Dollars (\$500,000).

WHEREAS, the Metropolitan Council adopted Resolution RS2020-318, as amended, on May 19, 2020, authorizing the acceptance of a local government Coronavirus Relief Fund grant (the "CRF grant fund") from the U.S. Department of the Treasury to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Finance Department, in an amount not to exceed \$121,122,775, to respond to the public health emergency caused by the Coronavirus pandemic, and,

WHEREAS, Resolution RS2020-318, as amended, requires approval by resolution of a plan for disbursement of CRF grant funds, and,

WHEREAS, the Metropolitan Council desires the CRF grant funds appropriated by this resolution to be part of the disbursement plan, and,

WHEREAS, the Metropolitan Council desires to appropriate to certain accounts for the benefit of various Metropolitan Nashville Departments Sixteen Million, Seven Hundred Thousand Dollars (\$16,700,000), for the support of various agencies providing direct services to members of the community Two Million, Eight Hundred Thousand Dollars (\$2,800,000), for the benefit of Metropolitan Nashville Public School Students Twenty Four Million Dollars (\$24,000,000) and, for the benefit of a community needs assessment Five Hundred Thousand Dollars (\$500,000) from the CRF grant fund revenues received from the U.S. Department of the Treasury and deposited into the COVID-19 Pandemic Fund maintained by the Department of Finance.

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

Section 1: That the following amounts from the COVID-19 Pandemic Fund revenues are hereby appropriated to reimburse expenditures incurred in Fiscal Year 2020 by various Metropolitan Government Departments:

PRIMARY EXPENDITURE ACCOUNT # 01602020	ACCOUNT DESCRIPTION	AMOUNT
502220/503640	PPE and sanitizing public spaces	\$6,400,000
501104	Overtime for public health and safety personnel	5,000,000
501135	Employee time off related to COVID-19	2,500,000
502331/502351	Public health temporary labor and technology	1,800,000

502331	Temporary labor for assessment centers, shelters	1,000,000
	TOTAL	\$16,700,000

Section 2: That the appropriations in Section 1 are funded from the following revenue:

PRIMARY REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01602020.406100	Revenue – Federal Direct	(\$16,700,000)
	TOTAL	(\$16,700,000)

Section 3: That the following amounts from the COVID-19 Pandemic Fund revenues are hereby appropriated for the support of various agencies and non-profit organizations providing direct services to members of the community negatively impacted by COVID-19 provided that funds shall be disbursed in accordance with the requirements of section 7-3-314 of the Tennessee Code Annotated and all related grant contracts shall be approved by resolution of the Metropolitan Council:

PRIMARY EXPENDITURE ACCOUNT # 01602020	ACCOUNT DESCRIPTION	AMOUNT
505320	Social Services for Community partnership funds for agencies providing services related to COVID-19	\$200,000
505320	Health Department for Community partnership funds for agencies providing services related to COVID-19	\$200,000
505320	Library for Community partnership funds for agencies providing services related to COVID-19	\$200,000
505320	Office of Family Safety for Community partnership funds for agencies providing services related to COVID-19	\$200,000
505320	Juvenile Court for Community partnership funds for agencies providing services related to COVID-19	\$200,000
505320	Direct appropriations to non-profit organizations providing services related to COVID-19	\$1,800,000
	TOTAL	\$2,800,000

Section 4: That the appropriations in Section 3 are funded from the following revenue:

PRIMARY REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01602020.406100	Revenue – Federal Direct	(\$2,800,000)

	TOTAL	(\$2,800,000)
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Section 5: That the following amounts from the COVID-19 Pandemic Fund revenues are hereby appropriated to purchase computers and hotspots for the benefit of Metropolitan Nashville Public School Students:

PRIMARY EXPENDITURE ACCOUNT #01602020	ACCOUNT DESCRIPTION	AMOUNT
503130	Laptops and hot spots	\$24,000,000
	TOTAL	\$24,000,000

Section 6: That the appropriations in Section 5 are funded from the following revenue:

PRIMARY REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01602020.406100	Revenue – Federal Direct	(\$24,000,000)
	TOTAL	(\$24,000,000)

Section 7: That the following amounts from the COVID-19 Pandemic Fund revenues are hereby appropriated to fund a community needs assessment to be performed by the Equity Alliance to inform recommendations for the use of CRF grant funding:

PRIMARY EXPENDITURE ACCOUNT #01602020	ACCOUNT DESCRIPTION	AMOUNT
502220	Community needs assessment	\$500,000
	TOTAL	\$500,000


Section 8: That the appropriations in Section 5 are funded from the following revenue:

PRIMARY REVENUE ACCOUNT #	ACCOUNT DESCRIPTION	AMOUNT
01602020.406100	Revenue – Federal Direct	(\$500,000)
	TOTAL	(\$500,000)

Section 9: That all appropriations hereinabove shall be incorporated and made part of the plan of disbursement of CFR grant funds as required by Resolution RS2020-318, as amended.

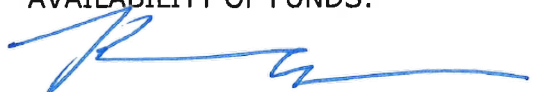
Section 10: That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED FOR PROPER BUDGET PROCEDURES:



Kim McDoniel
Budget Officer

APPROVED AS TO SUFFICIENCY AND AVAILABILITY OF FUNDS:



Kevin Crumbo
Director of Finance

APPROVED AS TO FORM AND LEGALITY:



Margaret O. Darby
Assistant Metropolitan Attorney

INTRODUCED BY:

Members of Council

Resolution No. _____

A resolution accepting a grant from the State of Tennessee, Department of Finance and Administration, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients.

WHEREAS, the State of Tennessee, Department of Finance and Administration, has awarded a grant in an amount not to exceed \$1,899,000.00 with an in-kind match of \$474,750.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients; and,

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

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

Section 1. That the grant by and between the State of Tennessee, Department of Finance and Administration, in an amount not to exceed \$1,899,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the office of Family Safety, to fund staffing positions to help manage the multi-disciplinary needs of its clients, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Office of Family Safety based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

DocuSigned by:
Kevin Grumbo
Kevin Grumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

DocuSigned by:
Nicki Eke
Assistant Metropolitan Attorney

GRANT SUMMARY SHEET

Grant Name: VOCA Family Justice Center 20-21

Department: OFFICE OF FAMILY SAFETY

Grantor: U.S. DEPARTMENT OF JUSTICE

**Pass-Through Grantor
(If applicable):** TENN. DEPT. OF FIN. & ADMIN.

Total Award this Action: \$1,899,000.00

Cash Match Amount \$0.00

Department Contact: Diane Lance
862-6013

Status: CONTINUATION

Program Description:

This grant will help us continue with the level of service we currently have at the JCAC and FSC. This grant will fund 8 advocate positions and 1 grant manager position. These positions have been previously funded under a previous VOCA grant.

Plan for continuation of services upon grant expiration:

Historically, VOCA grants are easily renewed with the State.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
OFFICE OF FAMILY SAFETY	51	Diane Lance		862-6013			
Grant Name:	VOCA Family Justice Center 20-23						
Grantor:	U.S. DEPARTMENT OF JUSTICE			Other:			
Grant Period From:	07/01/20	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/23	(applications only) Application Deadline:					
Funding Type:	FED PASS THRU	Multi-Department Grant <input type="checkbox"/>		If yes, list below.			
Pass-Thru:	TENN. DEPT. OF FIN. & ADMIN.	Outside Consultant Project: <input type="checkbox"/>					
Award Type:	COMPETITIVE	Total Award:		\$1,899,000.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$474,750.00			
CFDA #	16.575	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:			Applic. Submitted Electronically?		<input checked="" type="checkbox"/>		
<p>This grant will help us continue with the level of service we currently have at the JCAC and FSC. This grant will fund 8 advocate positions and 1 grant manager position. These positions have been previously funded under a previous VOCA grant.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Historically, VOCA grants are easily renewed with the State.							
How is Match Determined?							
Fixed Amount of \$	n/a	or	20.0%	% of Grant	Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
n/a							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		9.00		Actual number of positions added:		9.00	
Departmental Indirect Cost Rate		10.00%		Indirect Cost of Grant to Metro:		\$189,900	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$676,000.00					\$169,000.00	\$845,000.00	\$67,600.00	\$0.00
Yr 2	FY22	\$611,500.00					\$152,875.00	\$764,375.00	\$61,150.00	\$0.00
Yr 3	FY23	\$611,500.00					\$152,875.00	\$764,375.00	\$61,150.00	\$0.00
Yr 4										
Yr 5										
Total		\$1,899,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$474,750.00	\$2,373,750.00	\$189,900.00	\$0.00
Date Awarded:				05/21/20	Tot. Awarded:		\$1,899,000.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: vaughn.wilson@nashville.gov

Rev. 5/13/13
5052

GCP Rec'd
06/08/20

GCP
Approved
06/09/20

VW



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 7/1/2020	End Date 6/30/2023	Agency Tracking # -	Edison ID Edison Vendor ID 4
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #16.575	
Service Caption (one line only) VOCA, FJC			
Funding —			
FY	State	Federal	Interdepartmental Other TOTAL Grant Contract Amount
2021		\$676,000.00	\$676,000.00
2022		\$611,500.00	\$611,500.00
2023		\$611,500.00	\$611,500.00
TOTAL:		\$1,899,000.00	\$1,899,000.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection The Competitive Selection process utilized was as per the DGA. <input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Speed Chart (optional) FA00002890		Account Code (optional) County - 71301000	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
Metropolitan Government of Nashville and Davidson County**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the Victim of Crime Act of 1984 (VOCA) CFDA number 16.575, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the VOCA program is to support the provision of services to victims of crime. Priority will be given to victims of child abuse, domestic violence, sexual assault, and victims of violent crime who were "previously underserved". For the purpose of these Program Guidelines, services are defined as those efforts that:
- a. Respond to the emotional and physical needs of crime victims.
 - b. Assist primary and secondary victims of crime to stabilize their lives after victimization.
 - c. Assist victims to understand and participate in the criminal justice system.
 - d. Provide victims of crime with a measure of safety and security such as boarding up broken windows, replacing or repairing locks, etcetera.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

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

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 7/1/2020 ("Effective Date") and extend for a period of Thirty Six (36) 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 One Million Eight Hundred Ninety Nine Thousand Dollars (\$1,899,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2021, Attachment A-1 for fiscal year 2022, and Attachment A-1 for fiscal year 2023, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).

- (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be

reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. 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:

Jessica Cleveland, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Jessica.Cleveland@tn.gov
Telephone # (615) 770-3998

The Grantee:

Diane S. Lance, Department Head
Metro Nashville Office of Family Safety
730 2nd Ave South
Nashville, Tennessee 37210-2006
Email: dianelance@jjs.nashville.org
Telephone # (615) 880-3173

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment C to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment C, shall complete Attachment D. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five 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. 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.
- E.3. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the

Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

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

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

E.6. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

Metropolitan Government of Nashville and Davidson County:

"See Next Page"

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

HOWARD H. ELEY, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
GRANT NO.
VOCA Family Justice Center 20-23**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Diane Lance
Diane Lance, Department Head
Office of Family Safety

5/22/2020
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

6/10/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
Director of Insurance

6/10/2020
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Neki Eke
Metropolitan Attorney

6/10/2020
Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

Required Information on Authorizing Agency:		Implementing Agency:	
Name: Metropolitan Government of Nashville and Davidson		Metro Nashville Office of Family Safety	
Federal ID Number (FEIN): 62-0694742		Address: 730 2nd Ave South	
DUNS Number: 078217668		<input type="text" value="Nashville"/> , TN <input type="text" value="37210-2006"/>	
SAM Expiration Date: <input type="text" value="1/20/2021"/>			
Fiscal Year End Date: <input type="text" value="June 30"/>			
Will You Have Any Subcontracts? <input type="text" value="No"/>			
Project Title: <input type="text" value="FJC"/>			
Contract Start Date: <input type="text" value="7/1/2020"/>		Contract End Date: <input type="text" value="6/30/2023"/>	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address)			
John Cooper , Mayor		E-Mail Address: <input type="text" value="John.Cooper@metro.nashville.or"/>	
1 Public Square		Phone Number: <input type="text" value="(615) 862-6000"/>	
Suite 100		EXT: <input type="text"/>	
Nashville , <input type="text" value="37201-1646"/>			
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)			
Diane S. Lance , Department Head		E-Mail Address: <input type="text" value="dianelance@jis.nashville.org"/>	
730 2nd Ave South		Phone Number: <input type="text" value="(615) 880-3173"/>	
<input type="text"/>		EXT: <input type="text"/>	
Nashville , <input type="text" value="37210-2006"/>			
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)			
Andrew Sullivan , Financial Officer		E-Mail Address: <input type="text" value="andrewcsullivan@jis.nashville.or"/>	
730 2nd Ave South		Phone Number: <input type="text" value="(615) 862-5072"/>	
<input type="text"/>		EXT: <input type="text"/>	
Nashville , <input type="text" value="37210-2006"/>			
County/Countries Served (Type ALL if Statewide):			
<input type="text" value="Davidson"/>		<input type="text"/>	
U.S. Congressional District(s): <input type="text" value="5"/>			

Scope of Services/Project Narrative **FY2021**

Name of Project: Victim Service Coordinator (Metropolitan Government Nashville-Davidson County)

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

44% of all crimes against a person reported to police in Nashville are domestic violence offenses (TBI Crime in Tennessee, 2018 report for Nashville-Davidson County). With a national non-report rate of 47%, our domestic violence crime numbers more than double when instances of domestic violence are calculated rather than merely counting the number of domestic violence police reports. (U.S Dept. of Justice, Bureau of Statistics, 2018 National Crime Victimization Survey).

Metro's Office of Family Safety (OFS) work focuses on Nashville's most vulnerable victims, those targeted by predators because of their gender or age such as women, children and the elderly. Many of the victims that OFS VSRs assist at Nashville's Family Justice Centers have suffered ongoing victimization and trauma from egregious offenses such as attempted murder, strangulation, and rape.

For many clients, OFS is the victim's "first-responder" by a Metro entity. For those clients that do not want to involve police (research estimates this percentage at 47%), OFS VSRs assist with urgent safety and medical concerns such as connecting clients to shelter and medical providers to examine head trauma and strangulation injuries. There is no safety net to catch this work in the absence OFS VSRs, OFS VSRs and staff are the safety net.

Because domestic violence, sexual assault, human trafficking, elder and child abuse are such under-reported crimes, an increase in the number of victims seeking services is seen as a positive outcome for victim safety and offender accountability. With the 2014 opening of Nashville's court based Family Justice Center (JCAC) and the 2019 opening of Nashville's community based Family Justice Center (FSC), the growth in client numbers has been dramatic. In 2018 OFS had **6,245 FSC direct advocacy client visits** (2,744) were first time client visits to the court-based Family Safety Center), provided case management to 1 human trafficking victim, and provided domestic and sexual violence education to 81 incarcerated women. Additionally, in 2018 OFS provided supportive services to **1,750 children and support people** who came into the court-based Center.

In 2019, OFS had **7,097 direct advocacy client visits** (3,193 were first time client visits to the Family Safety Centers that year), provided case management to 40 human trafficking victims, and provided domestic and sexual violence education to 118 incarcerated women. This is a **13.6% increase** in client visits from the last year, a **3,900% increase** in the number of human trafficking clients receiving case management, and a **46% increase** in the number of incarcerated women receiving domestic and sexual violence education. Finally, in 2019 OFS provided supportive services to **4,889 children and support people** (a 179% increase).

The corresponding increase in safety efforts is also dramatic. In 2018 OFS VSRs completed 19,854 safety efforts. In 2019, OFS completed 24,328 safety efforts (a 23% increase). Safety efforts include assisting victims with Order of protection petitions, safety planning, danger assessment, smart 911, high risk case follow-up, high risk intervention panel referral, firearms identification form referral, court assistance and accompaniment, volunteer attorney referral,

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education on the cycle of violence and power and control, education on the severity of strangulation, shelter referral/placement, and Metro Social services referral.

Metro's Office of Family Safety reviews 780 Lethality Assessments (LAP) and Danger Assessments per month. 54% of victims suffer strangulation (increase homicide risk by 7.5x) and 30% have been threatened with or have had a weapon used against them (increasing risk by 20x). Given that most offenders remain on bond for 3 months until their case is heard it is critical that victims have VSRs supporting them with their safety needs. In 2019, domestic violence accounted for 17% of Nashville's overall homicides. Two young children are included in this number.

In addition to impacting the targeted victim, domestic violence affects children in the home, with research showing that 1 in 15 children are exposed to domestic violence, with 90% of those children witnessing the violence first hand. In 2019, **2,018 children** living or recently living in domestic violence households came to one or both of Nashville's Family Justice Centers with their caregiver. Domestic violence in the home is a significant Adverse Childhood Experiences (ACE) factor, with physical and psychological impacts that can last a lifetime.

Nashville has been fortunate to receive VOCA grant funding in order to more fully staff both Family Justice Centers. Eight out of OFS' nineteen Victim Service Coordinators (VSRs) are funded by VOCA grants. Losing nearly half of OFS VSRs would be a severe disruption in business practices and services to clients. The result would be a significant reduction in crisis assistance for victims of interpersonal violence at the court and community based Family Justice Centers.

The Mayor's proposed budget includes the Assistant Director position previously funded under a VOCA grant. Because there is no guarantee that the Metro Council will approve the funding of this position for FY21's budget, this grant includes two alternative positions. If the Metro Council does not approve the funding for the Assistant Director position, that position will remain VOCA grant funded (see [position descriptions in blue](#)). If the Metro Council does incorporate that position in the Metro budget, this VOCA grant would use those funds to hire a Child Trauma Specialist (see [position descriptions in red](#)). **When the Metro budget is passed, Metro's Office of Family Safety will notify OCJP via email about which of the two alternative positions will be funded by VOCA.**

The following are specific problems addressed in this (extension) grant application.

Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Problem 1: If VOCA funded positions are terminated, there will not be enough Victim Service Coordinators (VSRs) to provide victim services at Nashville's two Family Justice Centers. With client numbers continuing to grow, services (safety efforts) would have to be dramatically reduced in order to meet demand.

Problem 2: If VOCA funded positions are terminated, there will not be any VSRs available to assist the trauma needs **of children accompanying an abused parent/caregiver to a Family Justice Center.**

Problem 3: If VOCA funding is terminated, the Assistant Director position will no longer exist. As a result, there would not be an employee to manage the quality and consistency of service

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provision and data collection and meet the reporting requirements for Tennessee's Office of Criminal Justice Programs (OCJP), Alliance for Hope Affiliation (National Family Justice Center organization), and Performance Metrics required by Metro government as well as manage the onsite partnerships.

Problem 3 (alternative): Metro's Office of Family Safety does not have a dedicated and trained staff member to lead FSC and JCAC child programming.

Problem 4: If VOCA funding is terminated, there will not be enough VSRs to continue OFS' areas specialized advocacy assistance. Those specialties include language fluency, trafficking, children, orders of protection and high risk victim whose offender is on probation.

The following are specific needs/service gaps addressed in this (extension) grant application.

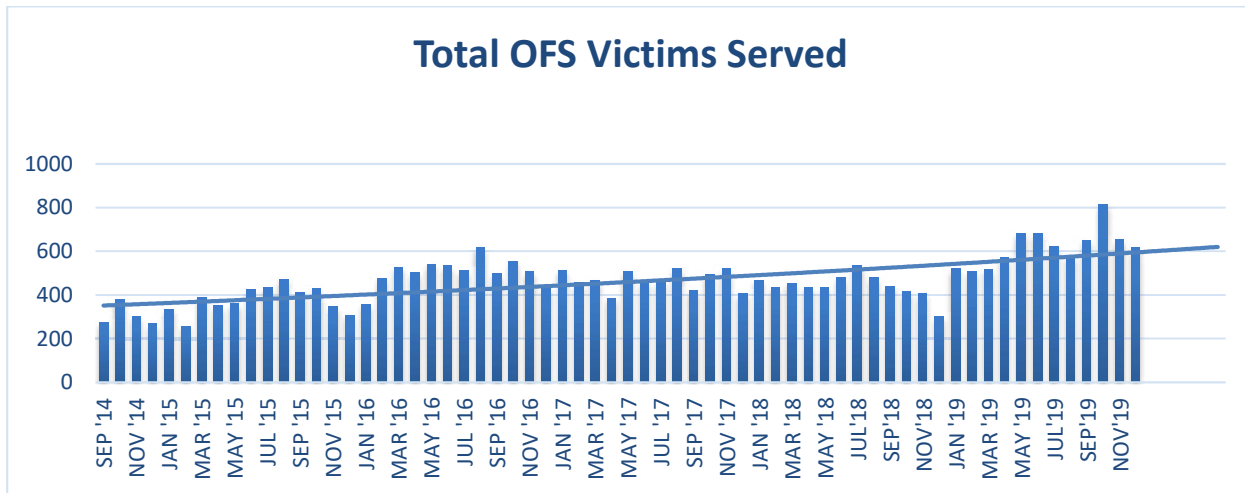
Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Need/Service Gap 1: VSR positions are needed to meet current demand for services at Nashville's Family Justice Centers.

Nashville's two Family Justice Centers provide court and community based victim assistance services to victims of interpersonal violence. Nearly half of the VSRs at these two centers are funded by VOCA grants. Without these positions, Metro's Office of Family Safety and the city's Family Justice Centers would have to dramatically reduce crisis intervention services to clients - including reduction in hours of operation, depth of service provision, and the number of clients that are able to be assisted.

Due to growth in client numbers, more rather than less VSRs are needed to meet the current demand for services. Since opening the court based Center (JCAC) in September 2014 and the community based Center (FSC) in March, 2019 demand for VSR assistance continues to grow. See chart below indicating steady 16% per month increase in Family Justice Center client numbers.

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In 2018 (prior to opening the FSC), the court based Center (JCAC) had 6,341 direct advocacy client visits, provided case management to 1 human trafficking victim, and provided domestic and sexual violence education to 81 incarcerated women. In addition, OFS provided supportive services to 1,750 children and support people. In 2019 (after opening the FSC), OFS had 7,199 FSC direct advocacy client visits, provided case management to 40 human trafficking victims and provided domestic violence and sexual violence education to 118 incarcerated women. In addition, OFS provided supportive services to those accompanying victims to the center, including children, family and friends (4,889) and those receiving counseling from the Metro Nashville Police Department's Family Intervention Program (4,476).

All VSRs (specialists and generalists) are trained to provide the following safety enhancing efforts remotely and on location at both Family Justice Centers and possibly Juvenile Court:

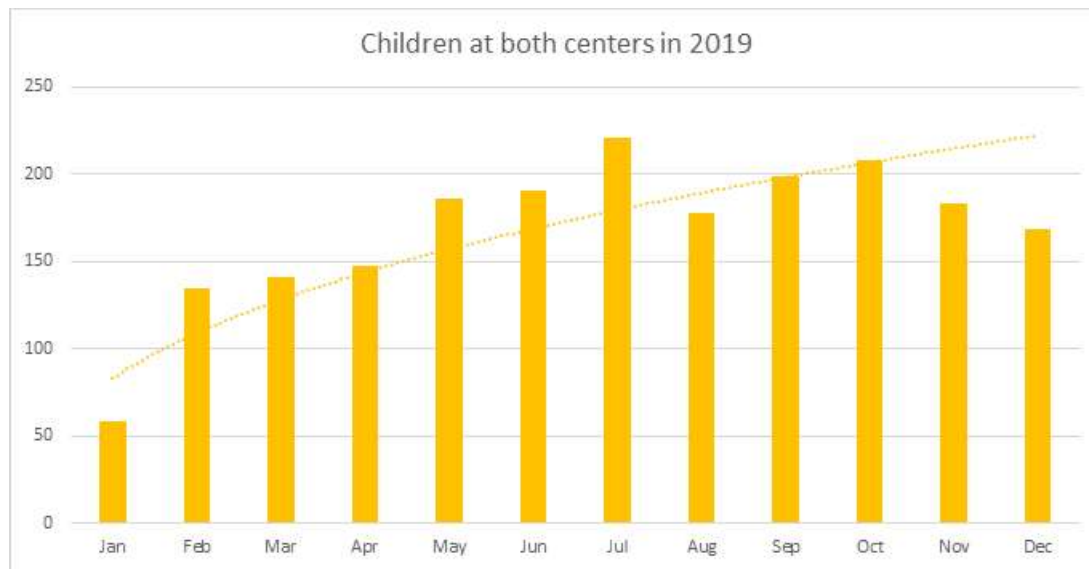
- Order of Protection petitions
- Safety planning
- Danger assessment
- Smart 911 sign-up
- Victims Compensation assistance
- High Risk Case follow-up
- High Risk Intervention Panel referral
- Firearm Identification Form referral
- Court preparation, support and accompaniment
- Volunteer Attorney referral for high risk clients
- Education on the cycle of violence and power and control (including education to female inmates as needed)
- Education on severity of strangulation

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- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts and emails (including calls to victims whose offenders are on high risk probation – as needed)
- Case Management
- Resource Connections and referrals (including shelter, civil-legal, adult & child protective services, Metro Social Services, counseling, food, transportation, hygiene products and COVID19 related relief programs)

Need/Service Gap 2: VSRs are needed to assist children accompanying a caregiver in a positive and engaging way.

While we expected children to come to the new community based FSC once it opened, we were not expecting the volume that we received. Since opening the new FSC, OFS has seen a **286% increase in children needing assistance** from OFS VSRs (an increase from 525 children in 2018 to 2,028 children in 2019).



The crime of domestic violence effects children, with research showing that 1 in 15 children are exposed to domestic violence, with 90% of those children witnessing the violence first hand. In 2019, **2,018** Nashville children living or recently living in domestic violence households came to the Family Safety Centers with their caregiver. Domestic violence in the home is a significant Adverse Childhood Experience (ACE) factor, with physical and psychological impacts that can last a lifetime.

Growing up with a “battered mother” (one ACE factor) increases the number of co-occurring adverse child experiences exponentially. 95% of the children living in a domestic violence home experience 1 other ACE, 82% experience 2 other ACEs, 64% experience 3 other ACEs. Only 5% of these children experience no other adverse childhood experiencing. The highest co-occurring ACE with domestic violence is child physical abuse (58%). Child sexual abuse co-occurs at 36%,

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child emotional abuse co-occurs at 31%, child emotional neglect co-occurs at 36% and child physical neglect co-occurs at 28%. Also noteworthy, is that as the number of these types of violent childhood experiences increases (such as violence against the mother), the risk of being a victim or offender of intimate partner violence and abuse also increases (*Insights into Intimate Partner violence from the Adverse Childhood Experiences (ACE) Study*, Robert Anda, MD, MS; Vincent Felitti, MD and the CDC ACE Study Group).

In addition to the risks to children outlined above, children growing up in domestic violence households are also at risk of being killed. 13% of Nashville's domestic violence homicide victims in the last 3 years were children (ages 5, 6, 8, 9, and 13). Of the 14 domestic violence homicides in 2019, 7 children were present during the actual homicides. Both (2) child homicides in 2019 were familicides.

Both Family Safety Centers have spaces for children to play. The community based Family Safety Center's play area is designed and equipped specifically for children who experience chronic and/or severe trauma. Currently, OFS does not have a VSR trained on children in trauma. When a VSR has time to spare between clients they will play with these children but that is not what is needed. These children need a VSR trained in childhood trauma to ensure they receive what research shows children in trauma need, to feel **Safe, Seen, Soothed and Secure**. (Dan Siegal M.D. & Tina Bryson PhD, 2019)

Services for children at the FSC not only benefits the children who receive those services, but assists the adult victim (e.g. the mother) as well. When a child is actively engaged in the playroom, it is more likely that child will stay in the playroom for the duration of the mother's visit. This separation allows the mother to more openly and honestly share information about the history of abuse and avoid distractions or being forced to leave because of a disruptive or needy child. As a result, OFS VSRs are better able to assess the mother's level of risk of being killed by the offender and form a more helpful safety plan and connection to resources. In addition when children enjoy their visit to the FSC, they are more eager to come back. When children are eager to come back, it increases the likelihood that the mother will return and find successful avenues to safety for herself and her children.

These grant funded VSRs would help OFS more consistently reduce the trauma in the children brought to the JCAC or FSC by a caregiver or DCS by,

- Providing basic necessities such as food and water, bathroom,
- Determining if the child wishes to rest, talk or play and locate the best environment for that activity,
- Helping the child feel Safe, Seen, Soothed and Secured throughout the visit,
- If safe to do so and with the parent/guardian's approval, creating a safety plan with the child
- Ensuring the child receives a warm goodbye with positive affirmations.

The goal of these efforts is to reduce the trauma these child clients are experiencing and help build resiliency and learn ways to stay safe.

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Need/Service Gap 3: An Assistant Director of Client Operations is needed to ensure quality of services, data collection/analysis, and successful management of Family Justice Center partner relationships.

The current VOCA funded Assistant Director manages client operations for the community based center (FSC). Without this position, many aspects of Nashville's Family Justice Center work would be lost. A central component of the national model for Family Justice Centers is to increase the accessibility of services that victims need. This is accomplished through formalized partnerships and shared workspace with nonprofit partners. The Assistant Director of Client Operations manages these nonprofit relationships. This work includes onboarding, technical assistance, recognizing training needs, collecting and synthesizing partner data. Assimilating partner data is complicated by the fact that all 12 partner agencies have their own databases and methods for collection. Once the data is collected, this position is responsible for analyzing the varied data sets to discover trends, anomalies, opportunities, and concerns. The Assistant Director is also responsible for the direct supervision of 6 staff members, including VSRs, reception, and volunteer/intern coordinators.

The Office of Family Safety uses an Access database to track client services. Unfortunately, this database is no longer able to handle the number of users. For this reason, this position is also needed to oversee the anticipated acquisition of a new database. The Assistant Director will manage the rollout and training for staff, run daily and monthly data reports, and adjust data fields as needed. Not only the new database be more stable than the current database. With this in place we will be able to more fully measure the work happening within both Family Safety Centers and benefits of this collaborative model.

Quality assurance is also a critical component of this position. The Assistant Director of Client Operations is responsible for ensuring that assistance provided to clients is

- Accessible
- Helpful to their safety needs
- Consistent across centers
- Accessible
- Accurately documented
- Accomplished in a timely manner
- Adaptable in times of a public health crisis

Need/Service Gap 3 (Alternative): A Child Trauma Specialist is needed to create and oversee practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC. While both FJCs have play spaces for children and general policies to ensure child safety, we do not have ingrained practices beyond watching, entertaining, and overseeing children. FSC and JCAC need onsite staff experts to ensure that when children arrive they receive what research shows they need, to feel Safe, Seen, Soothed and Secure. (Dan Siegal M.D. & Tina Bryson PhD, 2019). This position will help transition our services to children from simply "watching or entertaining the kids" to providing meaningful interactions that follow best practices and national standards.

Need/Service Gap 4:

Specialty VSRs and staff are needed at the FSC and JCAC. VOCA funding is needed to maintain the following types of advocacy roles

Community Outreach Specialist (CCR) - The Community Outreach Specialist (CCR) will work intensively with FSC partners and experts within the nonprofit community as needed to assist marginalized victims of interpersonal violence in achieving safety and resource utilization. The position will participate in the FSC outreach and training programs with emphasis on marginalized and underserved populations; specifically immigrant, refugee, and/or LEP communities. This position also assists in the promotion collaboration with the FSC and partner agencies and departments. The CCR Coordinator will perform Navigation and Advocacy as needed to maintain skills, evaluate effectiveness of procedures for LEP individuals and other vulnerable populations, and to enhance understanding of victim experiences to supplement training and outreach efforts.

Navigator – A Navigator will perform many of the introductory functions at the FSC and/or JCAC. The Navigator welcomes all clients to the building, determines their most pressing needs, and connects the client to the top priority service provider. The navigator ensures that the clients (adults and children) are attended to in a timely manner and assists with any communication barriers between service providers and the client. All VSRs can also perform Navigator duties as needed. Navigators can perform all Advocate duties except those involving court preparation and accompaniment.

Assistant Director of Client Operations - An Assistant Director of Client Operations will ensure quality of services, data collection/analysis, and successful management of Family Justice Center partner relationships. In addition the Assistant Director will manage overall FSC/JCAC operations to ensure consistency, accessibility and grant compliance.

Child Trauma Specialist (alternative) – A Child Trauma Specialist will (after trained and with the assistance of collaborative partners) create and oversee best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC.

Anti-Trafficking Specialist – One VSR will specialize in working with human trafficking victims. The Specialist will provide case management for sex trafficking victims through Nashville’s Cherished Hearts trafficking court program. This Specialist will also provide case management for trafficking victims needing assistance at the FSCs.

VSR with Child Specialty – One VSR will assist in developing of policies and procedures for children arriving to the FSC or JCAC with a caregiver. This position will focus on ensuring those policies and procedures are implemented at the JCAC. This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

VSR with Language Specialty: Two VSRs (at minimum) will be bi-lingual with fluency in Spanish or Farsi. These Specialty VSRs will perform all the same responsibilities as a “General VSR.”

VSR with Order of Protection Specialty₀₃₇ One VSR will help identify clients for the Order of Protection hearing, provide court support, and refer high risk clients to volunteer lawyer

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programs. This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

VSR with High Risk Probation Specialty: One VSR will serve as the liaison between probation and those victims whose abusers are on probation and classified as “high risk.” This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

General VSR – One VSR will be a generalist and perform the following safety enhancing efforts:

- Order of Protection petitions
- Safety planning
- Danger assessment
- Smart 911 sign-up
- Victims Compensation assistance
- High Risk Case follow-up
- High Risk Intervention Panel referral
- Firearm Identification Form referral
- Court preparation, support and accompaniment
- Volunteer Attorney referral for high risk clients
- Assist with accompanying children
- Education on the cycle of violence and power and control (including education to female inmates as needed)
- Education on severity of strangulation
- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts and emails to current and past clients (including calls to victims whose offenders are on high risk probation – as needed)
- Case Management
- Resource Connections and referrals (including shelter, civil-legal, adult & child protective services, and Metro Social Services)

PURPOSE

Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Goal 1: For Metro’s Office of Family Safety to continue to be able to meet the demand for services.

Objective 1:1 For OFS to have sufficient VSRs to assist the growing number of victims needing VSR assistance at Nashville’s two Family Justice Center locations or remotely.

Goal 2: : Increase or maintain the number of safety efforts provided to clients (and the accessibility of those efforts) at the court and community based Family Justice Centers and the number of clients receiving those services (absent a pandemic or natural disaster).

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Objective 2.1: For there to be a sufficient number of VSRs to provide supportive services (safety enhancing efforts) to domestic violence (includes elder abuse and generational violence), sexual assault, and trafficking victims.

Objective 2.2: For those safety efforts to be accessible to individuals with limited English Proficiency, elderly, or living with a disability

Goal 3: To facilitate best practices in child interactions with children at the FSC and JCAC.

Objective 3.1: To increase feelings of safety in children by helping them feel Safe, Seen, Soothed and Secure.

Goal 4: To have sufficient staffing resources to meet the data reporting requirements for Tennessee's Office of Criminal Justice Programs (OCJP), Alliance for Hope Family Justice Center Affiliation, and Performance Metrics required by Metro government.

Objective 4.1: For VOCA funded staff to assist inputting and gathering Family Justice Center client service data for quality assurance, program advancement, and data requirement needs.

Objective 4.2: For Assistant Director of Client Operations to manage all data collection/analysis and submissions

Goal 5: To have sufficient staffing resources to manage multi-disciplinary needs of clients and internal partnerships.

Objective 5.1: For the Navigator and other designated staff to promote seamless service provision between service providers, positive communication, and victim centered experiences.

Objective 5.2: For Assistant Director of Client Operations to manage all MOU partnerships within the Family Safety Center.

Goal 6: To have sufficient staffing resources to manage the acquisition, launch, and maintenance of a new client database and ability to work remotely for client convenience and public health requirements.

Objective 6.1 For the Assistant Director to manage the database, data points collected, users, and remote work technology in a manner that is successful for clients, staff and partners.

Goal 6 (alternative): For the FSC and JCAC to follow best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker.

Objective 6.1 (alternative): For the trained Child Trauma Specialist (working collaboratively with professional partners) to create and oversee best practices, policies,

and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC.

ACTIVITIES

Alternative positions (red vs. blue) below are dependent on final Metro budget decisions (blue = Assistant Director red = Child Trauma Specialist)

Goal 1: For Metro's Office of Family Safety to continue to be able to meet the demand for services.

Objective 1: For OFS to have sufficient VSRs to assist the growing number of victims needing assistance at Nashville's two Family Justice Centers.

Activity 1:1

- Replace open positions quickly as they come available at both FJCs

Activity 1:2

- Train all new employees and keep current VOCA employee training current

Goal 2: Increase or maintain the number of safety efforts (and increase the accessibility of those efforts) provided to clients at the court and community based Family Justice Centers and the number of clients receiving those services (absent a pandemic or natural disaster).

Objective 2.1: For there to be a sufficient number of VSRs to provide supportive services (safety enhancing efforts) to domestic violence (includes elder abuse and generational violence), sexual assault, and trafficking victims.

Activity 2.1: Primary safety enhancing efforts provided by VSRs for clients who are victims of domestic violence, sexual assault, trafficking, and elder abuse include

- Order of Protection petitions
- Safety planning
- Danger assessment
- Intake/needs assessment
- Smart 911 sign-up
- Victims compensation assistance
- High risk case follow-up
- Victim support when offender on High risk probation
- High risk intervention panel referral
- Firearm identification Form referral
- Court preparation, support and accompaniment,
- Volunteer attorney referral for civil-legal assistance
- Education on the cycle of violence and power and control, strangulation, and high risk (including education to female inmates as needed)
- Order of protection assistance and victim advocacy at juvenile court as needed and when feasible 040

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- Support and educational groups – victims support group, survivor group (Voices), and female inmate education (RISE).
- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts, and emails (including calls to victims whose offenders are on high risk probation – as needed)
- Case management – emphasis on trafficking victims
- Resource connections and referrals (including shelter, civil-legal, adult & child protective services, and Metro Social Services)
- Child oriented supportive and safety enhancing services
- Manage the LEP Coordinator position in creation of an Accessibility Plan and its implementation

Objective 2.2: For safety efforts to be accessible to individuals with limited English Proficiency, elderly, or living with a disability and outreach efforts to continue

Activity 2.1: Assist LEP Coordinator in implementing an Accessibility Assessment of the FSC & JCAC

Activity 2.2: Assist LEP Coordinator in creating and implementing an Accessibility plan for the FSC & JCAC

Activity 2.3: Revise outreach plan for next two fiscal years

Goal 3: To facilitate best practices in child interactions with children at the FSC and JCAC

Objective 3.1: For staff to follow best practices, policies and procedures when interacting with children at the FSC & JCAC

Activity 3.1: For Child Specialist Staff to meet OCJP training requirements on childhood trauma and interacting with children in trauma

Activity 3.2: For child specialist staff participate in a FSC committee of child trauma experts to help guide the policies, procedures and practices for children at the FSC and JCAC accompanying a caregiver or DCS worker

Activity 3.3: For child specialist staff to assist in finalizing, implementing and overseeing policies, procedures and practices for children at the FSC and JCAC

Goal 4: To have sufficient staffing resources to meet the data reporting requirements for Tennessee’s Office of Criminal Justice Programs (OCJP), Alliance for Hope Family Justice Center Affiliation, and Performance Metrics required by Metro government.

Objective 4:1: For VOCA funded staff to assist inputting and gathering Family Justice Center client service data for quality assurance, program advancement, and data requirement needs.

Activity 4.1: For staff to input all data points needed in OFS' current Access database or any future database provider contracted with OFS. Data points include but are not limited to:

- Demographics
- Victimization types
- Client needs
- Safety enhancing efforts (including follow-up)
- Client satisfaction
- Client return visits
- Training needs

Objective 4:2: For Assistant Director of Client Operations to manage all data collection/analysis and submissions

Activity 4.2: For the Assistant Director of Client Operations to compile and submit all data reports needed for the following:

- OFS Quarterly Advisory Committee Meetings
- Alliance for Hope affiliate reporting requirements
- OCJP grant and Family Justice Center reporting requirements
- Nashville Mayor's Office monthly performance metric reporting requirements

Goal 5: To have sufficient staffing resources to manage multi-disciplinary needs of clients and internal partnerships.

Objective 5:1: For the Navigator and other designated staff to promote seamless service provision between service providers, positive communication, and victim centered experiences.

Activity 5:1: For the Navigator to assist with the following priorities:

- Greet and welcome clients
- Introduce clients to services provided
- Prioritize client's stated needs
- Connect client to first FSC or JCAC service provider
- Orient client to building amenities
- Alert appropriate staff if there are accompanying children
- Assist with any child safety and support needs
- Assist in preparation for all multi-disciplinary team meetings, trainings and outreach efforts
- Assist with data gathering and compilation
- Help ensure efforts are not duplicated to increase efficiency for clients

- Support seamless communication between Centers and with FJC partners

Objective 5:2: For Assistant Director of Client Operations to manage all MOU partnerships within the Family Safety Center.

Activity 5:1: For the Assistant Director of Client Operations to manage the following

- Ensure all MOUs are current and up to date
- Onboard new MOU partners
- Manage day-to-day of MOU partnerships
- Lead minimum of quarterly meeting with onsite MOU partners
- Provide monthly opportunities for partner relationship building
- Oversee OFS' internship program
- Manage issues and concerns that arise with partners regarding building policies, procedures, protocols
- Manage the physical facility and its ability to meet the needs of clients and partners

Goal 6: To have sufficient staffing resources to manage the acquisition, launch, and maintenance of a new client database and ability to work remotely for client convenience and public health requirements.

Objective 6:1: For the Assistant Director to manage the database, data points collected, users, and remote work technology in a manner that is successful for clients, staff and partners.

Activity 6.1:

- Liaison with database provider to build a system that meets the needs of both Family Justice Centers
- Adjust database to meet Department's ongoing needs
- Provide opportunity for partners to use the database while ensuring confidentiality
- Create monthly and annual data reports
- Troubleshoot, develop and manage remote advocacy capability with clients and partners

Goal 6 (alternative): For the FSC and JCAC to follow best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at FSC and JCAC.

Objective 6.1 (alternative): For the trained Child Trauma Specialist (working collaboratively with professional partners) to create and oversee best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC.

Activity 6.1 (alternative): For Child Trauma Specialist to meet OCJP training requirements on childhood trauma and interacting with children in trauma

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Activity 6.2 (alternative): For Child Trauma Specialist to form and lead a FSC committee of child trauma experts to help guide the policies, procedures and practices for children at the FSC and JCAC accompanying a caregiver or DCS worker

Activity 6.3 (alternative): For Child Trauma Specialist to finalize, implement and oversee policies, procedures and practices for children at the FSC and JCAC

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

Activity/ Output	Position of Person Completing	Due Date for Completion
1) Present grant contract to the Metro Council and obtain all necessary signatures	OFS Department Head	30 days from receiving grant contract
2) Hire Victim Service Coordinators (VSR) for any vacant positions	OFS Department Head	30 days and ongoing
3) Assist the LEP Coordinator with the Accessibility Assessment, Accessibility Report and the Report's implementation	CCR	30 days and ongoing
4) Update MOUs with FJC partners	Assistant Director of Client Operations	30-60 days and ongoing
5) Training on safety enhancing efforts and able to work with high risk victims.	Training Coordinator and CCR (in part)	30-60 days and ongoing
6) Safety enhancing efforts provided to clients	All VSRs	60 days and ongoing
7) Create new outreach plan for the FSC – with special emphasis on marginalized and underserved victims of interpersonal violence	CCR	October 1, 2020

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8) All VSRs trained on how to interact with children in a way that increases feelings of being Safe, Seen, Soothed and Secure.	VSR with child specialty (alternative is Child Trauma Specialist)	November 1, 2020
9) FSC committee of childhood trauma experts formed with policies and procedures drafted	Assistant Director of Client Operations with VSR with Child Specialty (in part) (alternative is Child Trauma Specialist)	November 1, 2020
10) Revise remote advocacy procedures for basic advocacy and remote work – staff prepared	Assistant Director of Client Operations with VSR's input and assistance	December 1, 2020
11) Revise Navigation Procedures for the FSC	Navigator	December 1, 2020
12) Effective oversight of interactions with children at the FSC and JCAC to ensure meaningful interactions that follow best practices and national standards.	Assistant Director of Client Operations with assistance from VSR with child specialty (alternative is Child Trauma Specialist)	January 15, 2021
13) Streamlined monthly, quarterly, and annual data reporting – including Family Justice Center partner data	Assistant Director of Client Operations with Navigator assistance as needed	January 15, 2021
14) Establish a documented process routine of quality assurance checks on database, for client flow, and client services	Assistant Director of Client Operations with Navigator assistance as needed	January 15, 2021

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15) Finalize with database vendor data points needed	Assistant Director of Client Operations with VSR input	July 1, 2021
16) Successful data entry and data transition for new database when launched	Assistant Director of Client Operations with all VOCA staff assistance	September 2021 - and ongoing
17) Identify and assist with any database adjustments needed	Assistant Director of Client Operations with all VOCA staff assistance	November 1, 2020 and ongoing
18) Maintain all other specialty areas work including trafficking case management, orders of protection hearing preparation and assistance, Spanish or Farsi language client advocacy	All VOCA staff	July 1, 2020 and ongoing

INPUTS

Factors Required to Conduct Activities:

1/ Officers who take out an ex parte OP in the absence of a victim will need to engage the assistance of a Victim Coordinator in order for the Victim Coordinators to have access to the victim's contact information.

2/ District Attorneys need to continue to meet with victims at the JCAC and bring victims to the JCAC after early intervention meetings and support the assistance of Victim Coordinators for the Cherished Hearts and Grace Empowered programs and VPIT referrals.

3/ Officers need to continue to bring victims that want to be present for the ex-parte order of protection to the JCAC.

3/ Police need to continue to perform Lethality Assessments when responding to domestic violence calls and share information with the Office of Family Safety.

4/ Courts need to remain supportive of the presence of Victim Coordinators in the courtroom.

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5/ Victim Coordinators will need to work (in part) outside the normal operations of the JCAC in order to cover more “after hours” order of protection assistance needs.

6/ Metro Probation will need to remain committed to establishing a High Risk Probation Program

7/ Space will need to be made available in Juvenile court in order for Victim Coordinators to provide victim assistance.

Grant Funded Position’s Responsibilities & Experience:

The Victim Service Coordinators (VCRs): Will be non-civil Service positions. Preferred experience, knowledge, skills and abilities include: Bachelor’s Degree from an accredited college or university, previous experience working with domestic violence victims, and fluency in a foreign language desired. General VSR responsibilities include providing the following safety enhancing efforts for clients:

- Order of Protection petitions
- Safety planning
- Danger assessment
- Smart 911 sign-up
- Victims Compensation assistance
- High Risk Case follow-up
- High Risk Intervention Panel referral
- Firearm Identification Form referral
- Court preparation, support and accompaniment
- Volunteer Attorney referral for high risk clients
- Assist with accompanying children
- Education on the cycle of violence and power and control (including education to female inmates as needed)
- Education on severity of strangulation
- Risk alerts regarding LAP/Danger Assessment, strangulation and firearm history
- Follow-up calls, texts and emails to current and past clients (including calls to victims whose offenders are on high risk probation – as needed)
- Case Management
- Resource Connections and referrals (including shelter, civil-legal, adult & child protective services, and Metro Social Services)

Specialty VSR Positions: All Specialty VSR positions must meet criteria listed above with knowledge/experience pertaining to the designated specialty area.

- **Anti-Trafficking Specialist** – One VSR will specialize in working with human trafficking victims. The Specialist will provide case management for sex trafficking victims through Nashville’s Cherished Hearts trafficking court program. This Specialist will also provide case management for trafficking victims needing assistance at the FSCs.
- **VSR with Child Specialty** – One VSR will assist in developing of policies and procedures for children arriving to the FSC or JCAC with a caregiver. This position will focus on ensuring those policies and procedures are implemented at the JCAC.

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This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

- **VSR with Language Specialty:** Two VSRs (at minimum) will be bi-lingual with fluency in Spanish or Farsi. These Specialty VSRs will perform all the same responsibilities as a “General VSR.”
- **VSR with Order of Protection Specialty** –One VSR will help identify clients for the Order of Protection hearing, provide court support, and refer high risk clients to volunteer lawyer programs. This Specialty VSR will also perform all the same responsibilities as a “General VSR.”
- **VSR with High Risk Probation Specialty:** One VSR will serve as the liaison between probation and those victims whose abusers are on probation and classified as “high risk.” This Specialty VSR will also perform all the same responsibilities as a “General VSR.”

Community Outreach Specialist (CCR) – Is a non-civil Service position. Preferred experience, knowledge, skills and abilities include: Bachelor’s Degree from an accredited college or university, previous experience working with domestic violence victims, and fluency in Spanish or Farsi. The Community Outreach Specialist (CCR) will work intensively with FSC partners and experts within the nonprofit community as needed to assist marginalized victims of interpersonal violence in achieving safety and resource utilization. The position will participate in the FSC outreach and training programs with emphasis on marginalized and underserved populations; specifically immigrant, refugee, and/or LEP communities. This position also assists in the promotion collaboration with the FSC and partner agencies and departments. The CCR Coordinator will perform Navigation and Advocacy as needed to maintain skills, evaluate effectiveness of procedures for LEP individuals and other vulnerable populations, and to enhance understanding of victim experiences to supplement training and outreach efforts.

Child Trauma Specialist (alternative) – Is a non-civil Service position. Preferred experience, knowledge skills and abilities include: Masters degree Counseling or Social Work or other comparable degree with experience and/or specialized training in childhood development and trauma. The Childhood Trauma Specialist would create and oversee best practices, policies, and procedures for children accompanying an abused caregiver or DCS worker at the FSC and JCAC and assist in the performance of those best practices, policies, and procedures.

Navigator – Is a non-civil Service position. Preferred experience, knowledge, skills and abilities include: Bachelor’s Degree from an accredited college or university, previous experience working with domestic violence victims, and fluency in Spanish. The Navigator will perform all introductory functions at the FSC and/or JCAC. The Navigator welcomes all clients to the building, determines their most pressing needs, and connects the client to the top priority service provider. The navigator ensures that the clients (adults and children) are attended to in a timely manner and assists with any communication barriers between service providers and the client. All VSRs can also perform Navigator duties as needed

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Assistant Director of Client Services - Is a non-civil service position. Preferred experience, knowledge, skills and abilities include: Bachelor's Degree from an accredited college or university, previous experience working with domestic violence victims. An Assistant Director of Client Operations will ensure quality of services, data collection/analysis, and successful management of Family Justice Center partner relationships. Preferred qualifications experience with data management and analytics, particularly Microsoft Access, experience working in or with both non-profits and the criminal justice system, experience working with multidisciplinary teams/collaboratives and experience working under and reporting on grants. Position will assist the director of client services in managing the day to day operations of the of the Office of Family Safety's (OFS) two Family Justice Centers - the Jean Crowe Advocacy Center (JCAC) and the Family Safety Center (FSC), including supervising VSRs and on some occasions, interns. Position will also work closely with Metro Office of Family Safety's Limited English Proficiency Coordinator in implementing Accessibility plan.

Existing Resources that will be used for this project:

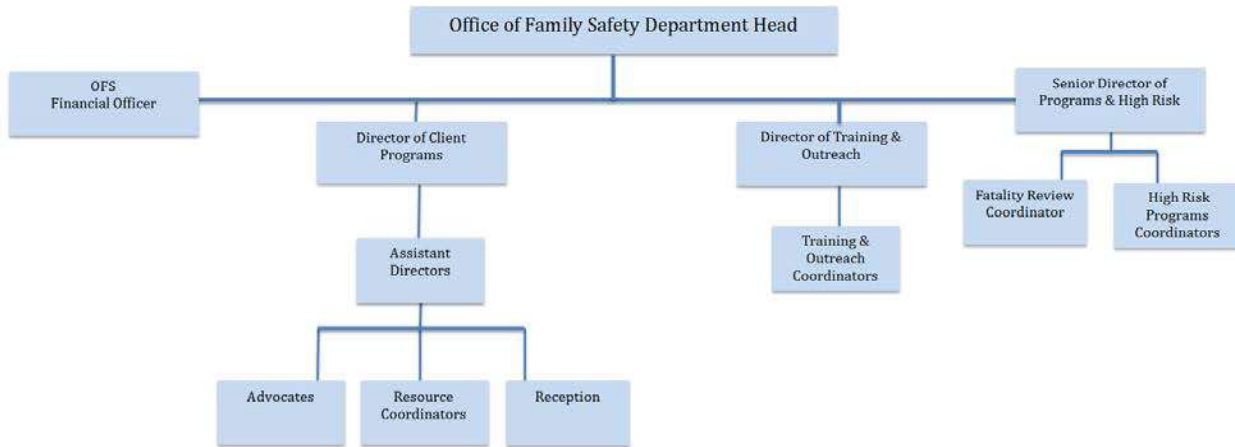
This grant would be awarded to the Metropolitan Government of Nashville-Davidson County, specifically, the Office of Family Safety. The day-to-day operations of this grant would be managed by OFS's leadership team which includes Diane Lance, Department Head; Becky Bullard, Senior Director of Programs and High Risk Clients; LaToya Townsend, Director of Training, Outreach, and Development; Andrew Sullivan, Finance Officer; and Whitney Blanton, Direct of Client Programs. VSRs would receive direct supervision from Assistant Directors at the JCAC and FSC. The Financial Officer would be responsible for the Fiscal Management of this grant. The Training Coordinator would be responsible for providing domestic violence and sexual assault training to the Victim Coordinators and ensure they have the skills to be effective VSRs with even the most high risk victims. The High Risk Programs Coordinator would oversee all LAP data entry and management work of the VSRs. Senior VSRs at both Centers are responsible for all hands-on training. VSR workspace will be provided by the Metro Government.

Operating Budget & Advocacy Impact:

This grant would fund significantly less than 80% of this entire project. Numerous Metro Departments are currently engaged in various aspects of this project that VSRs will lead/assist on. Metro Departments that are direct participants of the work being performed under this grant are the Office of Family Safety, Police Domestic Violence Division, District Attorney's Office, Metro Health Department, Metro General Hospital, Metro Courts, and Sheriff's Department. Metro Finance, Metro Legal, IT, Security, General Services and HR are indirect supporters of this project – contributing to the successful work of all Metro employees. An ICJR grant is expected to contribute to the High Risk Probation portion of this project as well. **The Metropolitan Government of Nashville-Davidson County's operating budget is \$2,331,618,000. The Office of Family Safety Budget (special purpose and general funds) is \$3,262,500.**

Organizational Chart:

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This grant would be awarded to the Metro Nashville Police Department and implemented and fiscally and operationally managed by Metro's Office of Family Safety (OFS). The Department Head of Metro's Office of Family Safety oversees all employees of Metro Government's Office of Family Safety. The Mayor oversees the Department Head. The Department's Financial Officer, High Risk (LAP) Manager, Training Manager, and Director of Client Programs report directly to the Department Head. The remaining positions are supervised by one of three Assistant Directors. The Victim Coordinators funded under this grant would be directly supervised by the JCAC Director and/or High Risk Program Manager. Counseling Victim Coordinators will receive supervision from Police Domestic Violence Division therapist(s). One Victim Coordinator will have some supervision responsibilities over programming and staff. It is our intention to sub-contract 2-3 positions to Nashville's two shelter providers.

SUSTAINABILITY PLAN

projections and requests in hopes of additional city funding to sustain essential services. Nashville is also well positioned for other federal grants such as Justice for Families, as a National model for community and court based Family Justice Centers with affiliation status by the Alliance for Hope.

DATA COLLECTION PROCEDURE

Metro's Office of Family Safety has submitted a budget request for a new database system and will soon enter the procurement process. A new database system is vital to our continued growth and the high quality of services that we currently provide. This system will track the client data that we collect – including client demographics, victimizations experienced, services rendered, resources provided, and referrals made to partner agencies. It will also give us the ability to interpret the data that we have collected in order to continuously improve our performance metrics.

This database will be a vast improvement on our current Access-based database system, which has been unable to keep pace with our significant growth in the past year. This database frequently crashes and locks the entirety of our staff out of the system, wasting valuable staff time. A new database will not only be much more stable, but it will also allow us to track and analyze data in more nuanced and efficient ways.

This new system will also allow us to track the performance data that we collect from all of our partner agencies, which is vital to the success of our new Family Safety Center. These partners

include the Metro Nashville Police Department, the Family Intervention Program, the Nashville Children's Alliance, and our ever-growing list of nonprofit partner agencies operating out of the Family Safety Center in order to better serve clients. Having a centralized data collection system will allow us to track clients who receive services from multiple agencies, thus streamlining service delivery. This system will maintain client confidentiality and continue to drive our data-driven services, which will align us with national Family Safety Center best practices.

COLLABORATION ACTIVITIES

Metro's Office of Family Safety (OFS) is the lead Family Justice Center department. As such, coordination and collaboration with Metro and non-profit partners is essential. The following are OFS's collaborative partners:

- **Legal Aid of Middle Tennessee and the Cumberlandds (LAS) (Contact: DarKenya Waller).**
 - a. **Collaboration:** LAS is a FSC onsite partners. One LAS VSR and one attorney at the Family Safety Center providing assistance to clients on and off site. LAS provides a fast-tracked referral process for OFS clients and manages the volunteer attorney program that OFS VSRs refer high risk clients to for assistance at the Order of Protection hearing. LAS receives direct appropriation funds from OFS. LAS is a MOU partner and a member of FSC's leadership team.
- **YWCA of Middle Tennessee: (Sharon Roberson).**
 - a. **Collaboration:** All JCAC and FSC after-hours calls roll over to the YWCA hotline. The YWCA holds a support group at the JCAC weekly. The YWCA is Metro's hotline partner for the implementation of the LAP, Maryland Model and receive a portion of Metro's Arrest grant sub-contracted funds. The YWCA prioritizes shelter space for LAP high risk clients. The YWCA is a member of the High Risk Intervention Panel, Domestic Abuse Death Review Team, LAP. The YWCA receives direct appropriation funds from OFS. The YWCA is a MOU partner and member of the FSC's leadership team.
- **Mary Parrish Center (contact: Mary Katherine Rand)**
 - a. **Collaboration:** Mary Parrish Center assists in organizing the Office of Family Safety Survivor Committee to assist with Family Justice Center strategic planning. Mary Parrish Center has one employee located at the FSC to assist with housing. Mary Parrish receives Community Partnership funds from OFS. Mary Parrish is a MOU partner and a member of FSC's leadership team.
- **Agape (contact: Chandler Means)**
 - a. **Collaboration:** Agape provides all after hours order of protection advocacy services at the FSC, funded in part by Metro's Community Enhancement Fund. Morning Star Sanctuary is a MOU partner and a member of FSC's leadership team.
- **Sexual Assault Center (SAC): (contact: Rachel Freeman)**
 - a. **Collaboration:** SAC is a team member of Metro's SART team and a member of a committee reviewing Metro's response to sexual assault cases and the strategic

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Planning team for the Family Justice Center Build. Sexual Assault Center has one onsite employee. SAC is a MOU partner.

- **You Have the Power (YHTP): (contact: Cathy Gurley,)**
 - a. **Collaboration:** YHTP is a member of the Office of Family Domestic Abuse Death Review Team. YHTP is a MOU partner.
- **Nashville Children’s Alliance (NCA): (contact: Dawn Harper)**
 - a. **Collaboration:** NCA is a fully co-located partner of the FSC, a MOU partner and a member of the FSC’s leadership team.
- **Department of Children Services (DCS) (Contact: Carla Aaron)**
 - a. **Collaboration:** A substantial portion of DCS will be fully co-located at the FSC and is a member of FSC’s leadership team.
- **The following Metro Departments are also primary MOU partners of the JCAC:** Metro Nashville Police Department, Sheriff’s Office, District Attorney’s Office, Metro Legal, Circuit Court Clerk, General Sessions Court Clerk, Criminal Justice Planning, and Court Administrators and are represented on the Office of Family Safety/JCAC Advisory Committee. (Diane Lance can connect to these Department Heads and elected officials: 615-862-6013).

INTENDED OUTCOMES (Results)

1. **Victims report that their sense of safety and security has increased:** My immediate sense of safety and security has increased as a result of the services I received from this agency.
2. **Victims report an increase in knowledge about victims’ services.** I am more knowledgeable of the services and community resources available to victims.
3. **Victims report an increase in knowledge about the criminal justice system.** I am more knowledgeable about the criminal justice system.
4. **Victims express satisfaction with services.** I am satisfied with the services I have received through this department.
5. **Victims report an improved ability to plan for their safety.** I know more ways to plan for my safety.
6. **Victims report a decrease in the level of vulnerability by identifying a support system. (Decrease in isolation).** I have identified a support system to help me address my victimization.”

INTENDED OUTPUTS (Products)

PROJECT SERVICES TO REACH OUTPUTS

The Office of Family safety will continue providing court preparation and accompaniment, safety planning, domestic violence education, lethality assessments, resource connection, and Order of Protection (OP) assistance to clients of the Family Safety Center and the Jean Crowe Advocacy

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Center located in Nashville- Davidson County. Monthly OFS client numbers will continue to be collected. Quarterly FSC client numbers will also continue to be collected.

VOCA Required Outputs

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

Victimization Type	Number
Adult Physical Assault (Simple Assault)	0
Adult Sexual Assault and Rape	33 per year
Burglary	0
Domestic Violence	250 per year
Stalking/Harassment	33 per year
Survivors of Homicide Victims	5 per year
Teen Dating Victimization	0
Violation of a Court (Protective) Order	0
Vandalism	0
Trespassing	0
Other	0
If other, please explain:	

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

35

Information and Referral services annually through this project:

Information about the criminal justice process	333
Information about victim rights, how to obtain notifications, etc.	67
Referral to other victim service programs	333
Referral to other services, supports and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)	333

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Personal Advocacy/Accompaniment services annually through this project:

Law enforcement interview advocacy/accompaniment	0
Interpreter services	50

Emotional Support or Safety services annually through this project:

Crisis intervention (in-person, includes safety planning, etc.)	333
Hotline/crisis line counseling	0
On-scene crisis response (e.g., community crisis response)	0
Individual counseling	0
Support groups (facilitated or peer)	0
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	0
Emergency financial assistance	0

Shelter/Housing services annually through this project:

Emergency shelter or safe house	0
Transitional housing	0
Relocation assistance (includes assistance with obtaining housing)	0

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

Notification of criminal justice system (including orders of protection hearings) events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)	167
Victim impact statement assistance	0
Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)	0
Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)	0

Additional Annual Outputs

Domestic violence victims will be assisted by the ⁰⁵⁴ VOCA grant funded VSRs per year. Victims assisted is defined by victims	67
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<p>receiving one or more of the following safety enhancing services provided by the VOCA funded VSR:</p> <ul style="list-style-type: none"> • A minimum of 750 safety enhancing efforts 	
<p>Exit surveys completed by victims assisted by the VOCA funded VSR will report an increased understanding of the dynamics of domestic violence, knowledge of justice system, understanding of risk and safety planning, and awareness of community resources. Exit surveys completed by clients assisted by the VOCA funded VSR will be color coded to distinguish from surveys completed by victims that did not receive VOCA funded advocacy services. Survey results will be input on a spreadsheet.</p>	35%

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

GRANT BUDGET				
Metro Nashville Office of Family Safety				
VOCA				
PROJECT TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 7/01/2020	END: 6/30/2021	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$636,000.00	\$0.00	\$636,000.00
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 ²	\$34,000.00	\$169,000.00	\$203,000.00
11, 12	Travel, Conferences & Meetings ²	\$6,000.00	\$0.00	\$6,000.00
13	Interest ²	\$0.00	\$0.00	N/A
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
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$676,000.00	\$169,000.00	\$845,000.00

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.tn.gov/assets/entities/finance/ocip/attachments/Appendix_J_Policy_03_Report.xls)

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

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

Metro Nashville Office of Family Safety
 VOCA
 PROJECT TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 2: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 3: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 4: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 5: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 6: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 7: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 8: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 69,000.00
Position 9: VOCA manager, 12 month salary and fringe, 100% time on project	\$ 84,000.00
TOTAL	\$ 636,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Outreach materials for the FSC, JCAC and OFS such as social media, printed materials and videos	\$28,000.00
Standard office supplies	\$6,000.00
MATCH: Occupancy: Based on annual bond payments - client space at the FSC - value of the rental space is \$31.51. OFS will use 5,364 sq/ft for the match requirement	\$169,000.00
TOTAL	\$203,000.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Travel to other FJC's In Tennessee (appropriate mileage rates apply)	\$6,000.00
TOTAL	\$6,000.00

GRANT BUDGET				
Metro Nashville Office of Family Safety				
VOCA				
PROJECT TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 7/01/2021	END: 6/30/2022	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$583,000.00	\$0.00	\$583,000.00
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 ²	\$22,500.00	\$152,875.00	\$175,375.00
11, 12	Travel, Conferences & Meetings ²	\$6,000.00	\$0.00	\$6,000.00
13	Interest ²	\$0.00	\$0.00	N/A
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
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$611,500.00	\$152,875.00	\$764,375.00

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.tn.gov/assets/entities/finance/ocip/attachments/Appendix_J_Policy_03_Report.xls)

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

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

Metro Nashville Office of Family Safety
 VOCA
 PROJECT TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 71,000.00
Position 2: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 71,000.00
Position 3: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 71,000.00
Position 4: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 71,000.00
Position 5: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 71,000.00
Position 6: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 71,000.00
Position 7: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 71,000.00
Position 8: VOCA manager, 12 month salary and fringe, 100% time on project	\$ 86,000.00
TOTAL	\$ 583,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Outreach materials for the FSC, JCAC and OFS such as social media, printed materials and videos	\$18,500.00
Standard office supplies	\$4,000.00
MATCH: Occupancy: Based on annual bond payments - client space at the FSC - value of the rental space is \$31.51. OFS will use 5,364 sq/ft for the match requirement	\$152,875.00
TOTAL	\$175,375.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Travel to Statewide FJCs (appropriate mileage rates apply)	\$6,000.00
TOTAL	\$6,000.00

GRANT BUDGET				
Metro Nashville Office of Family Safety				
VOCA				
PROJECT TITLE: Family Justice Center				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 7/01/2022	END: 6/30/2023	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$599,000.00	\$0.00	\$599,000.00
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 ²	\$8,500.00	\$152,875.00	\$161,375.00
11, 12	Travel, Conferences & Meetings ²	\$4,000.00	\$0.00	\$4,000.00
13	Interest ²	\$0.00	\$0.00	N/A
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
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$611,500.00	\$152,875.00	\$764,375.00

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.tn.gov/assets/entities/finance/ocip/attachments/Appendix_J_Policy_03_Report.xls)

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

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

Metro Nashville Office of Family Safety
 VOCA
 PROJECT TITLE: Family Justice Center

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 2: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 3: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 4: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 5: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 6: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 7: Victim Service Coordinator, 12 month salary and fringe, 100% time on project	\$ 73,000.00
Position 8: VOCA manager, 12 month salary and fringe, 100% time on project	\$ 88,000.00
TOTAL	\$ 599,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Outreach materials for the FSC, JCAC and OFS such as social media, printed materials and videos	\$4,500.00
Standard office supplies	\$4,000.00
MATCH: Occupancy: Based on annual bond payments - client space at the FSC - value of the rental space is \$31.51. OFS will use 5,364 sq/ft for the match requirement	\$152,875.00
TOTAL	\$161,375.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Travel to Statewide FJC's (appropriate mileage rates apply)	\$4,000.00
TOTAL	\$4,000.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	2017-VA-GX-0051
Federal award date	9/28/2017
CFDA number and name	16.575; Victims of Crime Act 2017
Grant contract's begin date	7/1/2020
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$1,899,000.00
Total amount of federal funds obligated to the subrecipient	\$1,899,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$37,516,765.00
Name of federal awarding agency	Office for Victims of Crime
Name and email of the program manager	Jessica Cleveland Jessica.Cleveland@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

Instructions for Completing the Certification Forms

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

CERTIFICATION REGARDING DEBARMENT, ET AL

(PAGE 1 OF 3)

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

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

**CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 2 OF 3)**

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: Metro Nashville Government
1 Public Square, Suite 100
Nashville, TN 37201

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

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

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 3 OF 3)

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

Certifying Designee's Name: Diane Lance
Certifying Designee's Title: Office of Family Safety Department Head
Certifying Designee's Address: 610 Murfreesboro Pike
Certifying Designee's Address: Nashville, TN 37210

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

Diane Lance

Authorized Signature of the Applicant Agency:

5/22/2020

Date:

CERTIFICATION REGARDING LOBBYING

(PAGE 1 OF 1)

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name and Title of Authorized Official: John Cooper, Mayor
Name and Address of Authorizing Agency: Metro Nashville Government
 1 Public Square, Suite 100
 Nashville, TN 37201

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

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

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

Certifying Designee's Name: Diane Lance
Certifying Designee's Title: Office of Family Safety Department Head
Certifying Designee's Address: 610 Murfreesboro Pike
Certifying Designee's Address: Nashville, TN 37210

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

Diane Lance

5/22/2020

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 OF 2)

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

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

Agency Name:	Metro Nashville Government	Project Director's Name:	Diane Lance
Agency Address:	1 Public Square Nashville, TN 37201	Project Director's Phone:	615-862-8173
Grant Project Title:	VOCA FJC		
Grant Start Date:	7/1/2020	Grant End Date:	6/30/2023
Grant Duration:	Three Years	Grant Amount:	\$1,899,000

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:

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

1. I certify that this agency will maintain data (and submit when required) to ensure that:
 - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
 - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
 - c. all projects and activities of our agency will take reasonable steps to provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
 - d. I certify that this agency will register within 60 days of award start date with the [Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity \(EEO\) Program Reporting Tool](#) to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at: <https://ocr-eeop.ncjrs.gov>.

2. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
 - a. Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228);
 - b. Victims of Crime Act (34 U.S.C. § 20110(e));
 - c. Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b));
 - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
 - h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
 - i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
 - j. Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13)

CERTIFICATION REGARDING FFATA

(PAGE 1 OF 2)

TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING

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

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

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

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

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

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

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:
CHARLES STARKS	PRESIDENT/CEO OF CONVECTION CENTER AUTHORITY	\$351,918
MICHAEL ANDERSON	POLICE CHIEF	\$234,014
MICHAEL CALDWELL	CHIEF MEDICAL DIRECTOR	\$225,000
STEPHEN BLAND	CEO OF MTA	\$215,000
SCOTT POTTER	DIRECTOR OF WATER SERVICES	\$214,488

CERTIFICATION REGARDING FFATA

(PAGE 2 OF 2)

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

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: Metro Nashville Government
1 Public Square, Suite 100
Nashville, TN 37201

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

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

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

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

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

Certifying Designee's Name: Diane Lance
Certifying Designee's Title: Office of Family Safety Department Head
Certifying Designee's Address: 610 Murfreesboro Pike
Certifying Designee's Address: Nashville, TN 37210

Please complete all certifications, print them, sign & date each certification, and return signed certifications to your OCJP Program Manager by mail.

Diane Lance

5/22/2020

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING Personally Identifiable Information (PII)

(PAGE 1 OF 1)

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

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

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

Name and Title of Authorized Official:

John Cooper, Mayor

Name and Address of Authorizing Agency:

Metro Nashville Government
1 Public Square
Nashville, TN 37201

Authorized Signature of the Applicant Agency

Date

Certification Regarding VOCA Special Conditions**Instructions for Completing the Special Conditions Pages
2017 VOCA (2017-VA-GX-0051)**

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Those that apply to the OCJP subrecipient are highlighted for clarity. Please note: Special Conditions requiring notification are indicated with an asterisk. Subrecipients must notify OCJP rather than the federal agency. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify who will complete the Special Conditions documents, the Authorized Official or their Designee:
 - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include a completed [Signature Authorization Form](#), board minutes that clearly define that the Board has selected the proposed designee and a copy of the policies and procedures that pertain to delegating signatory authority. The Signature Authorization Form is only valid for the current official or Board Chair. A new form and packet must be completed once a new Authorized Official takes office.**
 - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



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SPECIAL CONDITIONS

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

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

2. **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

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

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

3. **Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.



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

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

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

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

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

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

6. Requirement to report potentially duplicative funding

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



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7. **Requirements related to System for Award Management and Universal Identifier Requirements**

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

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

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

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

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

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

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

9. **Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



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

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

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

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

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

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

13. OJP Training Guiding Principles

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

14. Effect of failure to address audit issues

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

15. Potential imposition of additional requirements

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



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

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

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

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

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



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20. **Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

21. **Reporting potential fraud, waste, and abuse, and similar misconduct**

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

- * Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



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22. **Restrictions and certifications regarding non-disclosure agreements and related matters**

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



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

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

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

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

24. **Encouragement of policies to ban text messaging while driving**

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

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

- * If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

26. The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

27. **The Grantee agrees to submit a Subgrant Award Report (SAR) to OVC for each subgrantee of the VOCA victim assistance funds, within ninety (90) days of awarding funds to subgrantees. States and territories are required to submit this information through the automated system.**



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SPECIAL CONDITIONS

28. **VOCA Requirements**

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 42 U.S.C. 10603(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and

c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

29. **Demographic Data**

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

30. **Discrimination Findings**

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

31. **The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.**

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

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

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



U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 11

PROJECT NUMBER 2017-VA-GX-0051

AWARD DATE 09/28/2017

SPECIAL CONDITIONS

34. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm>, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
35. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.
36. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS
- The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").
- The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.
37. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).

Name and Title of Authorized Official:

John Cooper, Mayor

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

Diane Lance, Department Head

Certifying Designee's Address:

610 Murfreesboro Pike, Nashville, TN 3



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

Diane Lance

5/22/2020

Name, Title

Date

Resolution No. _____

A resolution accepting a STOP, Fatality Review Technical Assistance Grant from the State of Tennessee, Department of Finance and Administration, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Family Safety, to promote a coordinated, multi-disciplinary approach to improving the criminal justice system’s response to sexual assault, domestic violence, dating violence, and stalking crimes.

WHEREAS, the State of Tennessee, Department of Finance and Administration, has awarded a grant in an amount not to exceed \$300,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Family Safety, to promote a coordinated, multi-disciplinary approach to improving the criminal justice system’s response to sexual assault, domestic violence, dating violence, and stalking crimes; and,

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

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

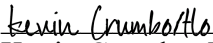
Section 1. That the STOP, Fatality Review Technical Assistance Grant by and between the State of Tennessee, Department of Finance and Administration, in an amount not to exceed \$300,000.00 and The Metropolitan Government of Nashville and Davidson County, acting by and through the office of Family Safety, to promote a coordinated, multi-disciplinary approach to improving the criminal justice system’s response to sexual assault, domestic violence, dating violence, and stalking crimes, a copy of which grant is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Office of Family Safety based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

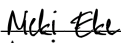
APPROVED AS TO AVAILABILITY OF FUNDS:

INTRODUCED BY:

DocuSigned by:

Kevin Grunbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Member(s) of Council

DocuSigned by:

Assistant Metropolitan Attorney

GRANT SUMMARY SHEET

Grant Name: STOP, Fatality Review Technical Assistance 20-23

Department: OFFICE OF FAMILY SAFETY

Grantor: U.S. DEPARTMENT OF JUSTICE

**Pass-Through Grantor
(If applicable):** TN DEPT. OF FINANCE & ADMINISTRATION OCJP

Total Award this Action: \$300,000.00

Cash Match Amount \$0.00

Department Contact: Andrew Sullivan
862-5072

Status: CONTINUATION

Program Description:

The Office of Family Safety was selected to be the statewide liaison for a domestic violence fatality review implementation team. This one position will be trained by the Office of Family Safety on how Metro Nashville does our fatality review. They will then go to other jurisdictions around the state and train them on what Metro Nashville does.

Plan for continuation of services upon grant expiration:

Services will be discontinued.

Grants Tracking Form

Part One


Pre-Application		Application		Award Acceptance		Contract Amendment	
Department	Dept. No.	Contact		Phone	Fax		
OFFICE OF FAMILY SAFETY	51	Andrew Sullivan		862-5072			
Grant Name:	STOP, Fatality Review Technical Assistance 20-23						
Grantor:	U.S. DEPARTMENT OF JUSTICE			Other:			
Grant Period From:	07/01/20	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/23	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input checked="" type="checkbox"/>	If yes, list below.		
Pass-Thru:	TN DEPT. OF FINANCE & ADMINISTRAT	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$300,000.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	16.588	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically? <input checked="" type="checkbox"/>						
<p>The Office of Family Safety was selected to be the statewide liaison for a domestic violence fatality review implementation team. This one position will be trained by the Office of Family Safety on how Metro Nashville does our fatality review. They will then go to other jurisdictions around the state and train them on what Metro Nashville does.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services will be discontinued.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		1.00	Actual number of positions added:		1.00		
Departmental Indirect Cost Rate		5.00%	Indirect Cost of Grant to Metro:		\$15,000.00		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00	in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$75,000.00	\$25,000.00		\$0.00		\$0.00	\$100,000.00	\$5,000.00	\$0.00
Yr 2	FY22	\$75,000.00	\$25,000.00		\$0.00		\$0.00	\$100,000.00	\$5,000.00	\$0.00
Yr 3	FY23	\$75,000.00	\$25,000.00		\$0.00		\$0.00	\$100,000.00	\$5,000.00	\$0.00
Yr 4	FY__									
Yr 5	FY__									
Total		\$225,000.00	\$75,000.00	\$0.00	\$0.00		\$0.00	\$300,000.00	\$15,000.00	\$0.00
Date Awarded:				05/21/20	Tot. Awarded:		\$300,000.00	Contract#:		N/A
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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

VW

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2020		End Date 6/30/2023		Agency Tracking # -	
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County					Edison ID 4
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #16.588 Grantee's fiscal year end June 30			
Service Caption (one line only) STOP, Fatality Review Technical Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$25,000.00	\$75,000.00			\$100,000.00
2022	\$25,000.00	\$75,000.00			\$100,000.00
2023	\$25,000.00	\$75,000.00			\$100,000.00
TOTAL:	\$75,000.00	\$225,000.00			\$300,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional) FA00003176 \$75,000\FA00002555 \$25,000		Account Code (optional) County - 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
Metropolitan Government of Nashville and Davidson County**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the STOP Violence Against Women Grant Program (STOP), CFDA number 16.588, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The STOP program should promote a coordinated, multi-disciplinary approach to improving the criminal justice system's response to sexual assault, domestic violence, dating violence, and stalking crimes. Partnerships and services provided by local law enforcement, prosecution, courts, and victim advocacy organizations should enhance victim safety and hold offenders accountable for their crimes. Projects supported through the STOP program must meet one or more of the statutory purpose areas of the Violence Against Women Act (VAWA), as amended.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

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

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 7/1/2020 ("Effective Date") and extend for a period of Thirty Six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars (\$300,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2021, Attachment A-1 for fiscal year 2022, and Attachment A-1 for fiscal year 2023, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000
Nashville, TN 37243
OBF.Grants@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.

- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within 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 Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are

not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- 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:

Jessica Cleveland, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Jessica.Cleveland@tn.gov
 Telephone # (615) 770-3998

The Grantee:

Diane S. Lance, Department Head
 Metropolitan Government of Nashville & Davidson County Office of Family Safety
 730 2nd Ave South
 Nashville, Tennessee 37210-2006
 Email: DianeLance@jjs.nashville.org
 Telephone # (615) 880-3173

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The Grantee is receiving funds under the *Violence Against Women Act of 1994*, as amended, they agree that, in addition to these classes, no person shall be so excluded based on sexual orientation or gender identity.

- 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. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment C to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment C, shall complete Attachment D. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of

nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five 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. Intellectual Property Indemnity. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit, however, the failure of the State to give such notice shall only

relieve Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required. The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.5. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

Metropolitan Government of Nashville and Davidson County:

"See Next Page"

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

HOWARD H. ELEY, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
GRANT NO.
STOP, Fatality Review Technical Assistance 20-23**

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Diane Lance
Diane Lance, Department Head
Office of Family Safety

5/22/2020
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

DocuSigned by:
Kevin Crumbo
Kevin Crumbo, Director
Department of Finance

6/11/2020
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balagun Cobb
Balagun Cobb, Director
Director of Insurance

6/11/2020
Date

**APPROVED AS TO FORM AND
LEGALITY:**

DocuSigned by:
Meki Ele
Metropolitan Attorney

6/11/2020
Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

Required Information on Authorizing Agency:		Implementing Agency:	
Name: Metropolitan Government of Nashville and Davidson		Name: Metropolitan Government of Nashville & Davids	
Federal ID Number (FEIN): 62-0694743		Address: 730 2nd Ave South	
DUNS Number: 078217668		<input type="text" value="Nashville"/> , TN <input type="text" value="37210-2006"/>	
SAM Expiration Date: <input type="text" value="1/20/2021"/>			
Fiscal Year End Date: <input type="text" value="June 30"/>			
Will You Have Any Subcontracts? <input type="text" value="No"/>			
Project Title: <input type="text" value="Fatality Review Technical Assistance"/>			
Contract Start Date: <input type="text" value="7/1/2020"/>		Contract End Date: <input type="text" value="6/30/2023"/>	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address)			
<input type="text" value="John Cooper"/> , <input type="text" value="Mayor"/>		Phone Number:	
<input type="text" value="1 Public Square"/>		<input type="text" value="(615) 862-6000"/>	
<input type="text" value="Suite 100"/>		EXT: <input type="text"/>	
<input type="text" value="Nashville"/> , <input type="text" value="37201-1646"/>		E-Mail Address:	
		<input type="text" value="John.Cooper@metro.nashville.or"/>	
		<input type="text" value="g"/>	
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)			
<input type="text" value="Diane S. Lance"/> , <input type="text" value="Department Head"/>		Phone Number:	
<input type="text" value="730 2nd Ave South"/>		<input type="text" value="(615) 880-3173"/>	
<input type="text" value="Nashville"/> , <input type="text" value="37210-2006"/>		EXT: <input type="text"/>	
		E-Mail Address:	
		<input type="text" value="DianeLance@jjs.nashville.org"/>	
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)			
<input type="text" value="Andrew Sullivan"/> , <input type="text" value="Financial Officer"/>		Phone Number:	
<input type="text" value="730 2nd Ave South"/>		<input type="text" value="(615) 862-5072"/>	
<input type="text" value="Nashville"/> , <input type="text" value="37210-2006"/>		EXT: <input type="text"/>	
		E-Mail Address:	
		<input type="text" value="andrewcsullivan@jjs.nashville.or"/>	
		<input type="text" value="g"/>	
County/Countries Served (Type ALL if Statewide):			
<input type="text" value="Davidson"/>		<input type="text"/>	
U.S. Congressional District(s): <input type="text" value="5"/>			

Scope of Services/Project Narrative

Metro Government of Nashville and Davidson County Domestic Violence Fatality Review Team Technical Assistance Provider

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Problem Description – What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency's own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data this should be light on demographics and geography.

Domestic abuse related deaths are of grave concern to all citizens of Nashville and Davidson County. In 2017, the homicide rate among female victims murdered by males in single victim/single offender incidents nationally was 1.29 per 100,000. Tennessee tied in their ranking at number 5 for their rate among female victims killed by male offenders in single victim/single offender incidents – with 69 such murders in 2017. Tennessee's rate of 2.01 homicides per 100,000 females is significantly higher than the national average. For homicides in which the circumstances could be identified, 89 percent (40 out of 45) were not related to the commission of any other felony. For homicides in which the victim to offender relationship could be identified, 90 percent of female victims (56 out of 62) were murdered by someone they knew, of those 63 percent were intimate partners of the offenders.

NARRATIVE

Metropolitan Government of Nashville-Davidson County will retain the position of Domestic Violence Fatality Review Technical Assistance Provider. This TA will evaluate and provide ongoing training and support to all of Tennessee's established domestic violence fatality review teams. For new teams, the TA will provide remote support in the form of documents and technical assistance calls. New team support is reduced in this grant in order to shift focus to the statewide team and the implementation of recommendations identified during the previous grant. The TA will ensure effective and consistent data collection regarding domestic violence fatalities in participating communities and, to the extent that the data is available, near fatalities related to domestic violence. The TA will coordinate and manage meetings of the statewide fatality review team, recruit and train new members as needed, and prepare reports based on the findings and recommendations of the statewide team. The TA will track and assess past Fatality Review Team recommendations to assist in facilitating their implementation, or engage the local and statewide teams in the update of recommendations as needed.

PURPOSE

This section should include goals and objectives of the project.

Goals – The goals are the general statement of long range benefits to the client or community that you are seeking to accomplish.

Goal 1

Analyze domestic abuse deaths with a view toward identifying their causes. It shall not be the purpose and procedure of the Team to attempt to identify liability or blame in the death(s) being reviewed

Goal 2

Identify improved procedures, laws, and protocol to reduce the incidence of domestic abuse and domestic abuse-related deaths across the state.

Goal 3

Track and report upon the progress made on the implementation of improved procedures, laws, and protocols as identified in Goal 2.

Objectives – The objectives are the general strategies (not specific activities) to be employed to accomplish the above stated goals.

Objective 1

Identify and review domestic abuse deaths and near deaths, including homicides and suicides in a manner consistent with national best practices for fatality review in all Tennessee jurisdictions participating in multi-disciplinary fatality review.

Objective 2

Maintain a Statewide body to collect fatality review reports from local jurisdictions and make local and statewide recommendations that improve domestic violence victim safety and offender accountability.

Objective 3

Assist with the ongoing sustainability of established DV fatality review teams, and provide remote TA to any new teams, in other Tennessee jurisdictions that provide a multi-disciplinary coordinated response to domestic violence.

Objective 4

Assess and maintain system for consistent data collection related to DV deaths across the State.

Objective 5

Assess the progress made toward the implementation, either locally or statewide, of the recommendations identified by the local and statewide fatality review teams to reduce the incidence of domestic abuse and domestic abuse-related deaths across the state.

ACTIVITIES

Activities are what a project does with the inputs to fulfill its mission. This section should describe the planned activities, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results. For projects requesting multi-year funding, describe and delineate how activities may change over the period of the grant if at all.

1. Technical Assistance Provider will continue to lead Nashville's Domestic Assault Death Review Team. (DADRT) (Years 1-3).

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 3)

2. Technical Assistance Provider will engage National Domestic Violence Fatality Review Initiative (NDVRFI) to consult on the assessment of data collection methods in order to help improve the overall quality of data collected from Tennessee's domestic violence fatalities, and to help with NDVRFI's project to establish data sharing between teams across the United States. (year 1)
3. Technical Assistance Provider will assist any established or potential Tennessee fatality review team interested in observing a Nashville Fatality Review by phone or skype. (years 1-2)
4. Technical Assistance Provider will host 1-3 comprehensive trainings for all participating fatality review teams (and other interested TN multi-disciplinary teams or domestic violence response agencies) on fatality review, domestic violence homicides, or other topics related to high-risk domestic violence. These trainings may be in person or via webinar. (years 1-3)
5. Technical Assistance Provider will share all successful practices and recent reports from Nashville's Domestic Assault Death Review Teams. (years 1-3)
6. Technical Assistance Provider will continue to develop and provide Tennessee's fatality review teams with needed templates, forms, policies, and procedures as required to support and maintain the functioning of the teams. (years 1-3)
7. Technical Assistance Provider (working with Office of Criminal Justice Planning) will coordinate and maintain a Statewide DV Fatality Review Team that will follow national best practices for statewide case review and recommendation reports. (Years 1-3)
8. Technical Assistance Provider will and conduct site visits and support as needed to maintain the functioning of all existing fatality review teams— noting that technical assistance may be asked/required of the Nashville Technical Assistance Provider outside the topic of Fatality Review. (years 1-3)
9. Technical Assistance Provider will assist established local Tennessee teams and the statewide team as needed with case selection, time-lining, discussion, data collection, and report writing and submission. (years 1-3)
10. Technical Assistance Provider will outline and support the work and outputs of the statewide review team. (years 1-3)
11. If Nashville hosts a State-wide or National Domestic Violence Conference, Technical Assistance Provider will help lead all preparation and planning. (Years 1-3)
12. Technical Assistance Provider will review and assess all current recommendations from Tennessee's state and local fatality review teams, and those made in the last 3-5 years, to determine the status of those recommendations and the progress made toward their implementation. (year 2)

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 4)

13. Technical assistance provider will continue to track new and emerging recommendations from Tennessee's state and local fatality review teams and regularly report the status of these and past recommendations to the statewide review team. (years 2-3)
14. The Technical Assistance Provider, with support of the OFS Department Head and OFS Senior Director of Programs will coordinate with entities related to the implementation of the recommendations mentioned in Activities 12 & 13 to consult on the assessment, implementation, changes, or updates needed. (years 2-3)
15. To inform work on recommendations for systems and service improvements from reviews and keep up to date with emerging issues and promising practices for technical assistance provision, the Technical Assistance Provider will remain connected with client stories through occasional direct client work (e.g. support groups, direct service provision). (Years 1-3)
16. The Technical Assistance Provider will provide quarterly report to OCJP which includes status updates of established and prospective local teams.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

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

Activity/ Output	Position of Person Completing	Due Date for Completion
Consult with National Domestic Violence Fatality Review Initiative to improve domestic violence fatality data collection methods.	Grant Funded Technical Assistance Provider	Year 1
Local DV Fatality Review Teams Case reports completed - including Nashville	Grant Funded Technical Assistance Provider	Year 1
Statewide Fatality Review Team initial report is completed.	Grant Funded Technical Assistance Provider	Year 1
Create method to track, review and assess all current recommendations from Tennessee's state and local fatality review teams, and those made in the last 3-5 years.	Grant Funded Technical Assistance Provider	Year 2
Statewide fatality review team and Local Fatality Review Team reports are completed.	Grant Funded Technical Assistance Provider	Year 2

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 5)

Meet with all organizations and entities related to the implementation of Fatality Review Team recommendations from the past 3-5 years.	Grant Funded Technical Assistance Provider	Year 2
Work with state and local Fatality Review Teams on strategic planning to ensure the ongoing sustainability of the teams.	Grant Funded Technical Assistance Provider	Year 3
Report the status of current and past recommendations to the statewide review team.	Grant Funded Technical Assistance Provider	Year 3
Complete tracking of all new and emerging recommendations from Tennessee's state and local fatality review teams	Grant Funded Technical Assistance Provider	Year 3
Ongoing training for established fatality review teams and other parties completed.	Grant Funded Technical Assistance Provider	Year 3
Quarterly local fatality review team updates issued to OCJP	Grant Funded Technical Assistance Provider	Quarterly

INTENDED OUTPUTS (Products)

This section should describe the outputs or internal measures of the amount of work done within the project. **Outputs are the direct products of program activities** and usually are measured in terms of the volume of work accomplished. Outputs refer to the completion of tasks you are required to accomplish over the course of the project.

- Publication of annual local recommendation reports for reviewed fatalities and near fatalities.
- In-depth review of a minimum of one domestic violence fatal or near-fatal incident(s) per team.
- Creation of statewide recommendations report template for systemic improvements to services or assistance offered to domestic abuse victims
- Creation of a standardized data collection method on domestic violence fatalities for adoption across local Fatality Review Teams
- One hundred individuals trained on fatality review, domestic violence homicides, or other topics related to high-risk domestic violence.
- Publication of two statewide recommendations reports crafted by the statewide Fatality Review Team based on data findings from local teams
- Creation of a method for the tracking and assessment of the local and statewide recommendations created by the fatality review teams

INTENDED OUTCOMES (Results)

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

- Measurable outcomes will consist of short-term improvements, including an increased understanding of barriers to safety and justice for victims of domestic abuse and their families; increased identification of gaps in training, policy, practice, resources, communication and collaboration; and increased communication and collaboration between agencies and entities providing assistance to domestic abuse related victims and their families.
- In subsequent years, the program will begin to yield longer-term outcomes, including decreased incidents of domestic abuse-related deaths and near-deaths in participating jurisdictions.
- Additional long-term outcomes will include a codified, systematized collaboration between agencies and entities providing assistance to domestic abuse related victims and their families.

INPUTS

This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. For example, prosecutors need a good law enforcement investigation and evidence to be able to prosecute an offender effectively. Include your organization chart. Provide a brief description of grant funded position's responsibilities. Collaboration with other agencies should also be detailed here.

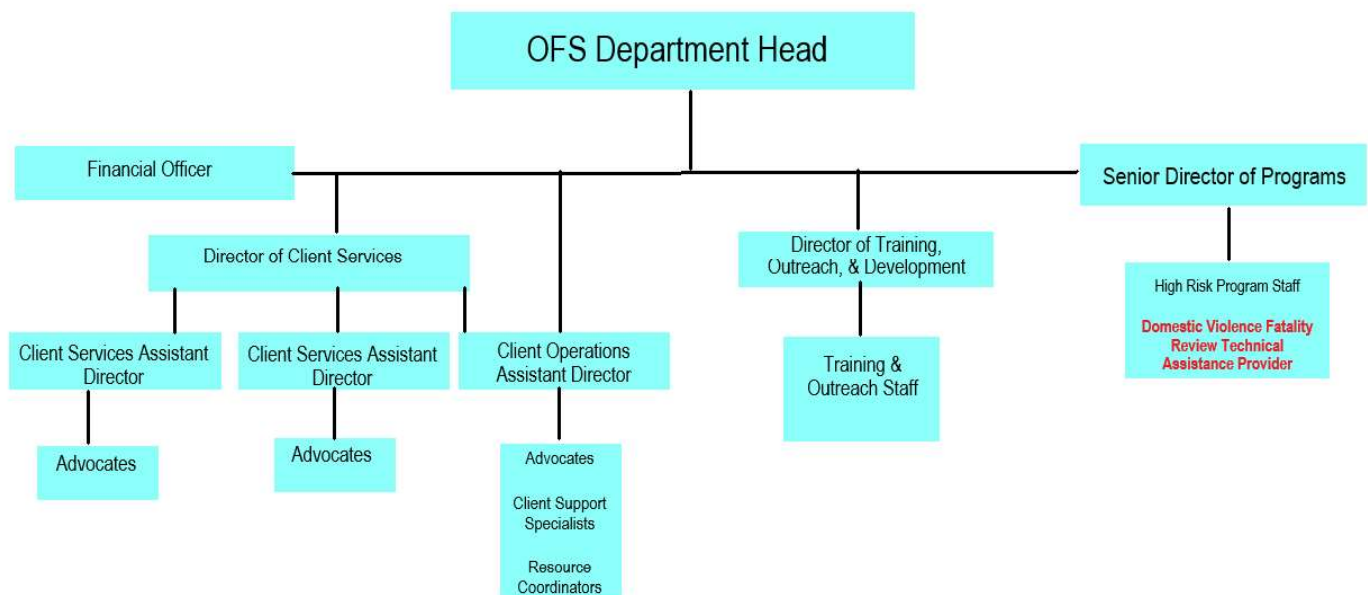
Include special degrees, educational requirements or experience which are requirements of the grant-funded positions. Outline the organizational structure including all who work with the project regardless of whether or not their salaries are grant funded. To what extent would this grant affect the overall project budget? Would this grant fund 75% of the entire project or are there other resources that would reduce the grants percentage? Give some detail.

1. The Fatality Review Initiative must effectively create a statewide strategic plan and effectively train the local and the statewide Review Team(s).
2. This Grant will provide funding for software and programs needed to facilitate data collection on domestic violence fatalities in participating Tennessee communities and report creation and publication for the statewide and Nashville fatality review teams.
3. Grant Funded position will be responsible for
 - a. Coordinating this statewide effort and providing technical assistance and Team training to participating communities across the state.
 - b. Coordinate the formation and work of a State Fatality Review Teams
 - c. Assist with findings and recommendation report creation

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APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 7)

4. Grant Funded position will be an employee of Metro Government’s Office of Family Safety and will report directly to the Department Head and/or Senior Director of Programs.
5. This grant would fund 100% of the effort to maintain a statewide Domestic Abuse Death Review Team and provide technical assistance to local Fatality Review Teams that operate in a consistent and coordinated manner. This grant would also fund the training of those local jurisdictions - but not specific costs associated community case review efforts.
6. Non-grant funded Office of Family Safety positions that will contribute to the success of this project are as follows: Department Head, Senior Director of Programs, and Financial Officer

Organizational Chart for Metro’s Office of Family Safety



*This position would report to the Senior Director of Programs.

*The Senior Director of Programs will work closely in training and leading the grant funded Technical Assistance Provider.

*The Director if Training will help train/lead the grant funded Technical Assistance Provider on training logistics, outcome collection, and management.

*The Financial Officer will fiscally manage the grant

DATA COLLECTION PROCEDURE

Describe the data collection procedures you will undertake to collect and report the outputs and outcomes of the planned services or interventions. E.g. stakeholder questionnaires, client satisfaction surveys, case records, etc. Describe how you will document your activities and collect the data you will report for the quarterly PMT reports and OCJP Annual Report. In addition, describe how your agency will use the data collected to evaluate the goals of the project and the work performed and plan accordingly.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 8)

Homicides numbers for each community and throughout the state – weapons, race, sex, age, relationship, presence of children, alcohol and drug involvement.

1. Working with local Review Teams, the following data will be compiled annually (if jurisdiction collects):
 - a. Number of domestic Violence homicides
 - i. Specific information:
 1. Relationship to the offender
 2. Gender of offender and victim
 3. Age of offender and victim
 4. Weapon used
 5. Alcohol and Drug Involvement
 6. Presence of Children
 - b. Case history
 - i. Specific Information
 1. LAP history when applicable
 2. Order of Protection History
 3. Criminal History of offender
 4. Domestic Violence history of victim
 5. Domestic Violence history of offender
 6. Divorce & custody proceedings
2. Working with the State, the following data will be compiled annually
 - a. Number of domestic violence homicides
3. Efforts will be made to collect data on “near death cases” in a consistent manner (if possible given different technologies used by law enforcement across the state).
4. Training evaluation surveys will be collected from each individual provided training by the Technical Assistance Provider.
5. Quarterly status report will be submitted to OCJP, which will include status of all operational and prospective review teams in the state.

COLLABORATION ACTIVITIES

Collaboration is defined as a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve results they are more likely to achieve together than alone. Collaboration should describe the ongoing working relationship where ideas are exchanged a common purpose and common goals are planned and attained. **All applicants are strongly encouraged to collaborate with other agencies to achieve similar goals. Please limit this section to five or fewer of your strongest partners.**

Both the DADRT and Statewide Team will consist of agencies and entities providing assistance to domestic abuse related victims and their families. The members of the following agencies will work closely in their capacity on the DADRT, as well as on additional subsequent collaborative activities as those become apparent through work on the DADRT.

1. Mandatory Partners on the Review Team must include: District Attorney’s Office, Civil Legal Service Provider, Law Enforcement, Medical provider, Family Justice Center, Department of Children Services, domestic violence shelter provider(s).

GRANT BUDGET				
AGENCY NAME: Metro Government of Nashville and Davidson County				
FUND SOURCE: STOP Grant				
PROJECT TITLE: Fatality Review Statewide Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/01/2020 END: 6/30/2021				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$75,000.00	\$0.00	\$75,000.00
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 ²	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel, Conferences & Meetings ²	\$24,000.00	\$0.00	\$24,000.00
13	Interest ²	N/A	N/A	N/A
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	\$100,000.00	\$0.00	\$100,000.00

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.tn.gov/assets/entities/finance/ocjp/attachments/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metro Government of Nashville and Davidson County
 FUND SOURCE: STOP Grant
 PROJECT TITLE: Fatality Review Statewide Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Fatality Review Team Technical Advisor salary and benefits, 100% time on project.	\$75,000.00
TOTAL	\$75,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Necessary standard office supplies	\$1,000.00
TOTAL	\$1,000.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: In-person TA provision for current and prospective local review teams	\$16,000.00
Training and Conferences: 2-4 per year at an average of \$2,000 each (in-person or webinar)	\$8,000.00
TOTAL	\$24,000.00

GRANT BUDGET				
AGENCY NAME: Metro Government of Nashville and Davidson County				
FUND SOURCE: STOP Grant				
PROJECT TITLE: Fatality Review Statewide Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
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4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel, Conferences & Meetings ²	\$24,000.00	\$0.00	\$24,000.00
13	Interest ²	N/A	N/A	N/A
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	\$100,000.00	\$0.00	\$100,000.00

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metro Government of Nashville and Davidson County
 FUND SOURCE: STOP Grant
 PROJECT TITLE: Fatality Review Statewide Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Fatality Review Team Technical Advisor salary and benefits, 100% time on project.	\$75,000.00
TOTAL	\$75,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Necessary standard office supplies	\$1,000.00
TOTAL	\$1,000.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: In-person TA provision for current and prospective local review teams	\$16,000.00
Training and Conferences: 2-4 per year at an average of \$2,000 each (in-person or webinar)	\$8,000.00
TOTAL	\$24,000.00

GRANT BUDGET				
AGENCY NAME: Metro Government of Nashville and Davidson County				
FUND SOURCE: STOP Grant				
PROJECT TITLE: Fatality Review Statewide Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
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4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel, Conferences & Meetings ²	\$24,000.00	\$0.00	\$24,000.00
13	Interest ²	N/A	N/A	N/A
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	\$100,000.00	\$0.00	\$100,000.00

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(posted on the Internet at: http://www.tn.gov/assets/entities/finance/ocjp/attachments/Appendix_J_Policy_03_Report.xls)

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metro Government of Nashville and Davidson County

FUND SOURCE: STOP Grant

PROJECT TITLE: Fatality Review Statewide Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Fatality Review Team Technical Advisor salary and benefits, 100% time on project.	\$75,000.00
TOTAL	\$75,000.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Necessary standard office supplies	\$1,000.00
TOTAL	\$1,000.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: In-person TA provision for current and prospective local review teams	\$16,000.00
Training and Conferences: 2-4 per year at an average of \$2,000 each (in-person or webinar)	\$8,000.00
TOTAL	\$24,000.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	2018-WF-AX-0025
Federal award date	09.13.2018
CFDA number and name	16.588; Stop Violence Against Women
Grant contract's begin date	7/1/2020
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$225,000.00
Total amount of federal funds obligated to the subrecipient	\$225,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$3,047,011.00
Name of federal awarding agency	Office of Violence Against Women
Name and email of the program manager	Jessica Cleveland Jessica.Cleveland@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4

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

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

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

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

Instructions for Completing the Certification Forms

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

CERTIFICATION REGARDING DEBARMENT, ET AL

(PAGE 1 OF 3)

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

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

**CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 2 OF 3)**

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: Metro Nashville Government
1 Public Square, Suite 100
Nashville, TN 37201

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

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

CERTIFICATION REGARDING DEBARMENT, ET AL (CONTINUED)
(PAGE 3 OF 3)

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

Certifying Designee's Name: Diane Lance
Certifying Designee's Title: Office of Family Safety Department Head
Certifying Designee's Address: 610 Murfreesboro Pike
Certifying Designee's Address: Nashville, TN 37210

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

Diane Lance

Authorized Signature of the Applicant Agency:

5/22/2020

Date:

CERTIFICATION REGARDING LOBBYING

(PAGE 1 OF 1)

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name and Title of Authorized Official: John Cooper, Mayor
Name and Address of Authorizing Agency: Metro Nashville Government
 1 Public Square, Suite 100
 Nashville, TN 37201

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

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

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

Certifying Designee's Name: Diane Lance
Certifying Designee's Title: Office of Family Safety Department Head
Certifying Designee's Address: 610 Murfreesboro Pike
Certifying Designee's Address: Nashville, TN 37210

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

Diane Lance

5/22/2020

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION OF CIVIL RIGHTS COMPLIANCE

(PAGE 1 OF 2)

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

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

Agency Name:	Metro Nashville Government	Project Director's Name:	Diane Lance
Agency Address:	1 Public Square Nashville, TN 37201	Project Director's Phone:	615-862-8173
Grant Project Title:	STOP Fatality Review Technical Assistance		
Grant Start Date:	7/1/2020	Grant End Date:	6/30/2023
Grant Duration:	Three Years	Grant Amount:	\$300,000

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS:

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

1. I certify that this agency will maintain data (and submit when required) to ensure that:
 - a. all services provided by our agency are delivered in an equitable manner without discrimination on the basis of race, color, religion, national origin, age, sex or disability, or, if this agency receives funds under the Violence Against Women Act of 1994, as amended, sexual orientation or gender identity to all segments of the service population;
 - b. our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*;
 - c. all projects and activities of our agency will take reasonable steps to provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).
 - d. I certify that this agency will register within 60 days of award start date with the [Office of Justice Programs, Office for Civil Rights online Equal Employment Opportunity \(EEO\) Program Reporting Tool](#) to submit the information requested and, if required, create and submit an EEO Utilization Report. The agency can access the tool at: <https://ocr-eeop.ncjrs.gov>.

2. I certify that this agency will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements which may include:
 - a. Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228);
 - b. Victims of Crime Act (34 U.S.C. § 20110(e));
 - c. Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b));
 - d. Civil Rights Act of 1964 (42 U.S.C. § 2000d);
 - e. Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
 - f. Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
 - g. Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the
 - h. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and
 - i. Ex. Order 13,559 (Partnerships with Faith-Based and Other Neighborhood Organizations)
 - j. Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13)

CERTIFICATION REGARDING FFATA

(PAGE 1 OF 2)

TRANSPARENCY ACT (FFATA) EXECUTIVE COMPENSATION REPORTING

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

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

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

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

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

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

NAME OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TITLE OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:	TOTAL ANNUAL SALARY OF AUTHORIZING AGENCY'S TOP FIVE EXECUTIVES:
CHARLES STARKS	PRESIDENT/CEO OF CONVECTION CENTER AUTHORITY	\$351,918
MICHAEL ANDERSON	POLICE CHIEF	\$234,014
MICHAEL CALDWELL	CHIEF MEDICAL DIRECTOR	\$225,000
STEPHEN BLAND	CEO OF MTA	\$215,000
SCOTT POTTER	DIRECTOR OF WATER SERVICES	\$214,488

CERTIFICATION REGARDING FFATA

(PAGE 2 OF 2)

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

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: Metro Nashville Government
1 Public Square, Suite 100
Nashville, TN 37201

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

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

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

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

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

Certifying Designee's Name: Diane Lance
Certifying Designee's Title: Office of Family Safety Department Head
Certifying Designee's Address: 610 Murfreesboro Pike
Certifying Designee's Address: Nashville, TN 37210

Please complete all certifications, print them, sign & date each certification, and return signed certifications to your OCJP Program Manager by mail.

Diane Lance

5/22/2020

Authorized Signature of the Applicant Agency:

Date:

CERTIFICATION REGARDING Personally Identifiable Information (PII)

(PAGE 1 OF 1)

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

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

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

Name and Title of Authorized Official: John Cooper, Mayor

Name and Address of Authorizing Agency: Metro Nashville Government
1 Public Square
Nashville, TN 37201

Authorized Signature of the Applicant Agency

Date

Instructions for Completing the Special Conditions Pages 2018 STOP (2018-WF-AX-0025)

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Those that apply to the OCJP subrecipient are highlighted for clarity. Please note: Special Conditions requiring notification are indicated with an asterisk. Subrecipients must notify OCJP rather than the federal agency. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify who will complete the Special Conditions documents, the Authorized Official or their Designee:
 - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. This packet must include a completed [Signature Authorization Form](#), board minutes that clearly define that the Board has selected the proposed designee and a copy of the policies and procedures that pertain to delegating signatory authority. The Signature Authorization Form is only valid for the current official or Board Chair. A new form and packet must be completed once a new Authorized Official takes office.**
 - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 14

PROJECT NUMBER 2018-WF-AX-0025

AWARD DATE 09/13/2018

SPECIAL CONDITIONS

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

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. OVW also may take other legal action as appropriate.

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

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

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3. Requirement to report potentially duplicative funding

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



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 14

PROJECT NUMBER 2018-WF-AX-0025

AWARD DATE 09/13/2018

SPECIAL CONDITIONS

4. Requirements related to System for Award Management and unique entity identifiers

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

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

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

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

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 14

PROJECT NUMBER 2018-WF-AX-0025

AWARD DATE 09/13/2018

SPECIAL CONDITIONS

8. **OVW Training Guiding Principles**

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.

9. **Effect of failure to address audit issues**

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

10. **Potential imposition of additional requirements**

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

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

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

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

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

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

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

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



U.S. Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
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PROJECT NUMBER 2018-WF-AX-0025

AWARD DATE 09/13/2018

SPECIAL CONDITIONS

14. **Restrictions on "lobbying" and policy development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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

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

15. **Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

16. **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

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

- * Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



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17. **Restrictions and certifications regarding non-disclosure agreements and related matters**

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



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

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

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

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

19. **Encouragement of policies to ban text messaging while driving**

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

20. **Availability of general terms and conditions on OVW website**

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/grantees#award-conditions>. These do not supersede any specific conditions in this award document.

21. **Compliance with statutory and regulatory requirements**

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

22. **Compliance with solicitation requirements**

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

23. **VAWA 2013 nondiscrimination condition**

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.



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24. **Misuse of award funds**

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

25. **Limitation on use of funds to approved activities**

The recipient agrees that grant funds will be used only for the purposes described in the recipient's approved application. The recipient must not undertake any work or activities that are not described in the grant application, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from OVW.

26. **Non-supplantation**

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

27. **Confidentiality and information sharing**

The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

28. **Activities that compromise victim safety and recovery or undermine offender accountability**

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

29. **Termination or suspension for cause**

The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.



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30. Maintaining contact information

The recipient acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the recipient must submit a Grant Adjustment Notice (GAN).

31. Performance progress reports and final report submission

The recipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The recipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Grants Management System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

32. Quarterly financial status reports

The recipient agrees that it will submit quarterly financial status reports to OVW through the Grants Management System (GMS) (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

33. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.



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34. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS). The details of recipient obligations, which derive from FFATA, are posted on the OVW web site at <https://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

35. **Subrecipient product monitoring**

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

36. **Publication disclaimer**

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

37. **Publications disclaimer for STOP Formula subrecipients**

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."



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38. **Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

- * In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

39. **Participation in OVW-sponsored technical assistance**

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

40. **Use of administrative funds to attend training**

The recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager by submitting a Grant Adjustment Notice (GAN), along with an agenda and other relevant supporting documentation, to ensure that the training is a cost directly associated with administering the STOP Program under 28 C.F.R. 90.17(b). The annual STOP Administrators meeting is excluded from this condition.

41. **Consultant compensation rates**

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.



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42. **Required SAM and FAPIIS reporting**

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

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIIS within SAM are posted on the OVW web site at: <https://www.justice.gov/ovw/grantees#award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

43. **Prohibition on use of administrative funds for lobbying**

The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

44. **Ongoing compliance with statutory certifications**

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

45. **Required funding allocations, including funding for culturally specific organizations**

The recipient agrees that, of the amount awarded, not less than 25 percent shall be allocated for law enforcement, not less than 25 percent shall be allocated for prosecutors, not less than 30 percent shall be allocated for victim services, and not less than 5 percent shall be allocated to courts. The recipient also agrees that of the 30 percent of funds allocated for victim services, 10 percent will be distributed to culturally specific community-based organizations. The recipient understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," which are defined by 42 U.S.C. § 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics." Further, the recipient agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.

46. **Sexual assault set-aside**

The recipient agrees that not less than 20 percent of the amount granted shall be allocated for programs and projects in 2 or more allocations (victim services, law enforcement, prosecution, courts) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship.



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47. **Match requirement**

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subgrants will not be required by the state to provide matching dollars.
- 3) The recipient will verify that victim service providers that are nonprofit organizations are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.
- 4) The recipient will provide no less than 25 percent matching funds for subgrants awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

48. **Limitation on use of funds for awareness and public education**

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

49. **Announcement of funding availability**

The recipient agrees to provide OVW, within ten (10) days of release, a copy of its announcement of the availability of funding under this program (e.g., the request for applications, announcement of general funding availability, or announcement of program priorities issued in connection with this program).

50. **Requirements for recipients and subrecipients providing legal assistance**

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.



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51. Equitable distribution of subawards

The recipient agrees, in making subawards under this award, to (1) give priority to areas of varying geographic size with the greatest showing of need based on the range and availability of existing domestic violence and sexual assault programs in the population and geographic area to be served in relation to the availability of such programs in other such populations and geographic areas, including Indian reservations; (2) determine the amount of subawards based on the population of the geographic area to be served; (3) equitably distribute monies on a geographic basis, including nonurban and rural areas of various geographic sizes; (4) recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and funds for underserved populations are distributed equitably among culturally specific and other underserved populations; and (5) take steps to ensure that eligible applicants are aware of the STOP Program funding opportunity, including applicants serving different geographic areas and culturally specific and other underserved populations.

52. Methods of Administration requirement for state administering agencies

The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the Office of Justice Programs' Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by the Office of Justice Programs' Office for Civil Rights or any other authorized persons. The required elements of the MOA are set forth at <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm>, under the heading, "Methods of Administration - Requirements Applicable to States."

Name and Title of Authorized Official: John Cooper, Mayor

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

Certifying Designee's Address: _____

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

Name, Title

Date



Metro Office of Family Safety

*Metro Nashville-Davidson County Office of Family Safety
Department Head, Diane Lance*

Dear Vice Mayor Jim Shulman,

The Office of Family Safety is requesting to file a late resolution for the acceptance of a grant continuation of our current STOP and VOCA grants. These grants will continue to fund **11 critical positions**. The Office of Family Safety could not do our work without them.

We received the finalized contracts from the State on Thursday, May 21st and they were sent to the grants office in Finance on Friday, May 22nd which was before the Monday, May 25th deadline for the council meeting on June, 16th. We were told Monday, June 8th these two grants will be on the first council meeting in July. When we reached out to the State about this to see if this would be an issue, they replied that without a signed and executed contract before July 1st the July funding would not be available.

Without this grant contract being signed and executed prior to July 1, we would have to “furlough” these 11 critical employees until the grant contract could be redone. The reworking of the contract could take a couple months. This delay would be detrimental not only for these essential employees but for all the domestic violence victims we serve as our capacity to provide advocacy services would be halted. We hope that you will approve our request to have these two grants on the June 16th council meeting. Please let us know if you have any questions or concerns.

Thank you for your time.

DocuSigned by:
Diane Lance
2A1847A2EC8040D...

Diane Lance
Department Head
Metro Nashville Office of Family Safety

LATE-FILED RESOLUTION NO. RS2020_____

A resolution to recognize June 19, 2020, as Juneteenth and urge the residents of Nashville and Davidson County to join in celebrating Juneteenth as a day to honor and reflect on the significant role that African Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting unity, equality and economic stability.

WHEREAS, Juneteenth, also known as "Juneteenth Independence Day," "Emancipation Day," "Emancipation Celebration," and "Freedom Day," is recognized as the end of chattel slavery in the United States and is the oldest African American holiday observance in the United States; and

WHEREAS, Juneteenth commemorates the strong survival instinct of African Americans who were first brought to this country stacked in the bottom of slave ships in a month-long journey across the Atlantic Ocean known as the "Middle Passage"; and

WHEREAS, Events in the history of the United States that led to the start of the Civil War in 1861 centered on sectional differences between the North and the South that were based on the economic and social divergence caused by the existence of slavery; and

WHEREAS, In 1862, the first clear signs that the end of slavery was imminent appeared when laws abolishing slavery were adopted in the territories of Oklahoma, Nebraska, Colorado, and New Mexico; and

WHEREAS, In September 1862, President Lincoln issued the celebrated Emancipation Proclamation, warning the rebellious Confederate states that he would declare their slaves "forever free" if those states did not return to the Union by January 1, 1863; and

WHEREAS, Enforcement of the Emancipation Proclamation occurred only in Confederate states that were under Union Army control; and

WHEREAS, On January 31, 1865, Congress passed the Thirteenth Amendment to the United States Constitution, abolishing slavery throughout the United States and its territories; and

WHEREAS, Spontaneous celebration erupted throughout the country when African Americans learned of their freedom; and

WHEREAS, Juneteenth, or June 19, 1865, is considered the date when the last slaves in America were freed when General Gordon Granger rode into Galveston, Texas, and issued General Order No. 3, almost two and one-half years after President Lincoln issued the Emancipation Proclamation; and

WHEREAS, For former slaves, the Juneteenth celebration was a time for reassuring each other, praying, and gathering remaining family members together. Juneteenth continued to be highly revered in Texas decades later, with many former slaves and descendants making an annual pilgrimage back to Galveston on this date; and

WHEREAS, Observance of Juneteenth, a reminder of emancipation, spread from Texas to the neighboring states of Louisiana, Arkansas, and Oklahoma, as well as Alabama, Florida, and California, where many African American Texans migrated; and

WHEREAS, The state of Texas is widely considered the first state to begin Juneteenth celebrations. Informal observances have taken place there for over a century and it has been an official state holiday in Texas since 1980. Thirty-nine states, including California since 2003, and the District of Columbia have recognized Juneteenth as either a state holiday or a state holiday observance; and

WHEREAS, Today, Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a day, a week, and in some areas, a month marked with celebrations, guest speakers, family gatherings and community festivals. It is a time for reflection and rejoicing. It is a time for assessment, self-improvement, and planning for the future; and

WHEREAS, Juneteenth symbolizes freedom, celebrates the abolishment of slavery, and reminds all Americans of the significant contributions of African Americans to our society; and

WHEREAS, A growing number of American and African American cultural institutions have sponsored Juneteenth cultural events designed to make all Americans aware of this celebration; and

WHEREAS, Juneteenth celebrations are a tribute to those African Americans who fought so long and worked so hard to make the dream of equality and justice a reality.

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

Section 1. That the Metropolitan County Council hereby goes on record as declaring June 19, 2020 as Juneteenth and urging the residents of Nashville, Davidson County to join in celebrating Juneteenth as a day to honor and reflect on the significant role that African Americans have played in the history of the United States and how they have enriched society through their steadfast commitment to promoting unity, justice and equality.

Section 2. That the Metropolitan County Council further goes on record as:

(A) recognizing the historical significance of Juneteenth Independence Day to this City, this State and our Nation;

(B) supporting the continued celebration of Juneteenth Independence Day to provide an opportunity for the people of the United States to learn more about the past and to better understand the experiences that have shaped the Nation; and

(C) encouraging the people of Nashville and Davidson County to observe Juneteenth Independence Day with appropriate ceremonies, activities, and programs; and

Section 3. That the Metropolitan County Council further declares that:

(A) the celebration of the end of slavery is an important and enriching part of the history and heritage of the United States; and

(B) history should be regarded as a means for understanding the past and solving the challenges of the future.

Section 4. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Joy Styles

Delishia Porterfield

Antoinette Lee
Members of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2020-147

An ordinance to amend Chapter 2.196 and Section 2.222.040 of the Metropolitan Code regarding Lobbyist Registration and Disclosure.

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

Section 1. That Chapter 2.196 – LOBBYIST REGISTRATION AND DISCLOSURE be deleted in its entirety and replaced with the following:

Chapter 2.196 – LOBBYIST REGISTRATION AND DISCLOSURE

2.196.010 - Purpose and intent.

It is the intent of the Metropolitan Council to promote, preserve and advance public trust and confidence in our system of government by holding others and ourselves to ethical and transparent standards. Public Officials, Lobbyists, and Clients of Lobbyists should be truthful and transparent in communications and interactions with each other and the public. No one should act in any manner that will undermine the public confidence and trust in our government or in our processes.

2.196.020 - Definitions.

As used in this chapter, unless the context otherwise requires:

"Administrative action" means the taking of any recommendation, report or nonministerial action, the making of any decision or taking any action to postpone any action or decision, action of the mayor in approving or vetoing any ordinance or resolution, the promulgation of a rule and regulation, or any action of a quasi-legislative nature, by an official in the executive branch; however, "administration action" does not include ordinary and routine permitting, licensing, or compliance decisions by an official of the executive branch.

"Association" means a union, league, chamber of commerce, committee, club, or other membership organization.

"Contribution" shall not be construed to include the following:

- A. Services, including expenses provided without compensation by a candidate or individuals volunteering a portion or all of their time, on behalf of a candidate or campaign committee;
- B. Any news story, commentary or editorial distributed through the facilities of any broadcasting station, newspaper, magazine or other periodical publication, unless such facilities are owned wholly or in part, or controlled by any political party, political committee or candidate;
- C. Nonpartisan activity designed to encourage individuals to vote or register to vote;
- D. Any written, oral or electronically transmitted communication by any membership organization or corporation to its members or stockholders, if such membership organization or corporation is not organized primarily for the purpose of influencing the nomination for election, or election, of any person to public office; or
- E. The use of real or personal property and the cost of invitations, food and beverages not exceeding one hundred dollars (\$100), voluntarily provided on an individual's residential premises for candidate related activities.

"Candidate for public office" means an individual who has made a formal announcement of candidacy or qualified under the law of this state to seek nomination for election or elections to any metropolitan government office, or has received contributions or made expenditures except for incidental

expenditures to determine if one shall be a candidate, or has given consent for a campaign committee to receive contributions or make expenditures with a view to bringing about a nomination for election or the election to metropolitan government office, and any individual who has been nominated for appointment as an official in the legislative or executive branch.

"Clerk" means the metropolitan clerk.

"Client" means any person or entity that employs, retains or otherwise arranges for a lobbyist to engage in lobbying on behalf of the person or entity for compensation, sometimes referred to as "employer".

- A. "Client" specifically includes any such person or entity notwithstanding the lobbyist's status as an employee, agent, contractor, subcontractor or other representative lobbying on behalf of such person or entity for compensation.
- B. "Client" does not include the individual employees, officers, directors, or members of a corporation, labor organization, association, or membership organization other than the chief executive officer and the chief financial officer or comparable individuals within such corporation, labor organization, association, or membership organization.
- C. A lobbying firm or law firm is not deemed to be the client of any lobbyist within the firm.

"Compensation" means any salary received or to be received by anyone acting as a lobbyist, whether in the form of a fee, salary, payment, reimbursement or other valuable consideration and any combination thereof. Compensation does not include the salary of an individual whose lobbying is incidental to regular employment.

"Day" means any day of the week.

"Business day" means every day, except Saturday, Sunday and holidays observed by the metropolitan government.

"Board of Ethical Conduct" means the board established in Section 2.222.040, sometimes referred to as the "Board".

"Executive action" means the action of a commission, board, agency or other body in the metropolitan government that is not a part of the legislative or judicial branch.

"Expenditure" means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge or subscription of money or anything of value, and any contract, agreement, promise or other obligation, whether or not legally enforceable, to make an expenditure; "expenditure" also includes any honorarium.

"Gift" to an officer or employee of the legislative branch of metro government means a payment, honorarium, subscription, loan, advance, forbearance, rendering or deposit of money or services, any of which are valued at fifty dollars or more, unless consideration of equal or greater value is received. A "gift" to an officer or employee of the executive branch of metro government means a payment, honorarium, subscription, loan, advance, forbearance, rendering or deposit of money or services, any of which are valued at twenty-five dollars or more, unless consideration of equal or greater value is received.

- A. "Gift" does not include a political contribution otherwise reported as required by law, a commercially reasonable loan made in the ordinary course of business, or a gift received from a member of the person's immediate family or from a relative within the third degree of consanguinity of the person or of the person's spouse, or from the spouse of any such relative.
- B. "Gift" does not include the waiver of a registration fee for a conference or educational seminar.

"Honorarium" means payment of money or anything of value for an appearance, speech or article, but "honorarium" does not include actual and necessary travel expenses which are not paid or reimbursed.

"Immediate family" means a spouse or minor child living in the household.

"Influencing" means promoting, supporting, modifying, opposing or delaying any legislative or administrative action by any means, including but not limited to the provision or use of information, statistics, studies or analyses. "Influencing" does not include the furnishing of information, statistics, studies or analyses requested by an official of the legislative or executive branch to such official, or the giving of testimony by an individual testifying at an official hearing conducted by officials of the legislative or executive branch. For example, "influencing" does not include submitting applications, providing or requesting technical information, statistics, studies, or analysis for the day-to-day decisions, routine application and execution of city programs and policies; or routine, decisions on permitting, platting, and design approval matters in connection with a specific project or development; or a technical building decision on a specific project for the purpose of achieving compliance with existing laws, policies or entitlements.

"Legislative action" means introduction, sponsorship, debate voting or any other nonministerial official action or inaction on any ordinance, resolution, amendment, nomination, appointment, report or any other matter pending or proposed in a council committee or in the council.

"Lobby" or "Lobbying" means to communicate, directly or indirectly, with any official in the legislative branch or executive branch for pay or for any consideration, for the purpose of influencing any legislative action or administrative action.

"Lobby" does not mean any of the following communications:

- A. with officials of the legislative or executive branches by an elected or appointed public official performing the duties of the office held;
- B. from a duly licensed attorney at law acting in a representative capacity on behalf of a client appearing before an official of the executive branch for the purpose of determining or obtaining such person's legal rights or obligations in a contested case action, administrative proceeding, or rule making procedure;
- C. from an editor or working member of the press, radio or television who, in the ordinary course of business, disseminates news or editorial comment to the general public;
- D. by an incumbent or prospective contractor or vendor, or an employee of the contractor or vendor, while engaged in selling or marketing to Metro, or any Metro department, board, or commission, by demonstrating or describing goods or services to be provided or by inquiring about specifications, terms, conditions, timing, or similar commercial information. However, the contractor or vendor, or employee of the contractor or vendor, shall be deemed to be a lobbyist if actively engaged in selling or marketing to an official in the executive branch or an official in the legislative branch whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract so marketed or sold;
- E. with officials of the executive branch by any person to promote, oppose, or otherwise influence the outcome of a decision related to the issuance or award of a bond, grant, lease, loan, incentive or any component of an economic development incentive package; provided, that any person who is otherwise required to register as a lobbyist under the provisions of this chapter shall not be deemed to fall within this exception.

"Lobbying firm" means any firm, corporation, partnership or other business entity that supplies lobbying services to others for compensation. A lobbying firm is not considered an "employer" or "client" of any lobbyist within the firm for purposes of this chapter.

"Lobbyist" means any person who engages in lobbying for compensation ~~or in the course of their regular employment.~~

"Ministerial action" means an action that a person performs in a prescribed manner in obedience to the mandate of legal authority, without regard to, or the exercise of, that person's own judgment upon the propriety of the action being taken.

"Official in the executive branch" means any member or employee of a commission, agency or other body in the executive branch who takes any administrative action.

"Official in the legislative branch" means any member, member-elect, any staff person or employee of the council.

"Person" means an individual, business entity, partnership, committee, association, corporation, labor organization, or any other organization or group of persons.

"Political contribution" or "Campaign contribution" means anything of value or any amount of money, in the form of an advance, conveyance, deposit, distribution, transfer of funds, loan, loan guaranty, personal funds of a candidate, payment, digital currency, gift, pledge, purchase of a ticket to a testimonial or similar fundraising event, or subscription of money or anything of value and any contract, agreement, promise or other obligation, whether or not legally enforceable, made for the purpose of influencing a measure or nomination for election or the election of any person for public office or for the purpose of defraying any expenses of an officeholder incurred in connection with the performance of the officeholder's duties, responsibilities, or constituent services; however, "political contribution" or "campaign contribution" does not mean volunteer services.

"Solicit" means to entreat, to implore, to ask, to attempt, or to try to obtain.

~~"Volunteer Lobbyist" is a person who does not receive any compensation for services other than reimbursement of actual out-of-pocket expenses and the reimbursement is for more than ten (10) days per calendar year.~~

"Year" or "Annual" shall mean January 1st through December 31st.

2.196.030 - Administration of provisions—Powers and duties.

- A. This chapter shall be administered by the metropolitan clerk. It shall be the duty of the metropolitan clerk:
1. To prescribe forms for statements, reports and other information required to be electronically filed by this chapter, and to furnish such forms to persons required to file such statements, reports and information;
 2. To ~~prepare and publish~~ formal written policies and procedures or other information developed by the Board of Ethical Conduct setting forth prescribed forms and procedures to assist persons required to file statements by this chapter and publish such policies, procedures, and information online;
 3. To preserve such statements, reports and other information required to be filed by this chapter for a period of five (5) years from date of receipt;
 4. To develop a filing, coding and cross-indexing system by lobbyist name, by client, and by subject matter or any other way consonant with the purposes of this chapter;
 5. To seek from the ~~director of law~~ Board of Ethical Conduct, issue, and publish, upon proper request from any lobbyist or public official, advisory opinions upon the requirements of this chapter. Such advisory opinions shall follow the procedures set forth in 2.222.040.B;

6. To accept and file any information voluntarily supplied that exceeds the requirements of this chapter;
7. To make statements and other information filed with the clerk available for public inspection and copying during regular office hours, and to make copying facilities available at a charge ~~that is reasonable~~ calculated in the public records policy adopted by the Metro Council;
8. To prepare and publish such reports as may be deemed appropriate;
9. To promulgate any rules and regulations as may be appropriate for the administration of this chapter; ~~and~~
10. To make a list of all registered lobbyists prepared pursuant to this chapter available electronically. The metropolitan clerk shall update and make the list available prior to each meeting of the Metropolitan Council. This list shall identify any persons registered as a volunteer lobbyist;
11. To electronically publish all information included in the annual reports filed by lobbyists; and
12. To develop, maintain, and periodically review and update internal written procedures for each critical process and task related to the administration of the lobbyist code.

B. It shall be the duty of the director of law to render opinions and give counsel to the metropolitan clerk and the board of ethical conduct regarding this chapter upon request and in a timely manner.

2.196.040 - Registration—Required when—Term—Fees.

- A.1. Every person qualifying as a lobbyist under this chapter shall register by filing an electronic form prescribed by the metropolitan clerk within five (5) business days after accepting employment as a lobbyist, as defined in Section 2.196.020. A separate registration is required for each client a lobbyist represents.
 2. Each year thereafter, the lobbyist shall register in the same manner if the lobbyist continues to engage in lobbying for that client no later than December 31st for the subsequent year.
 3. For the purpose of registration, the lobbyist has been employed once the client and lobbyist have entered into an engagement or contract.
 4. The filing shall include each of the following:
 - a. The lobbyist's name, mailing address, business address, home address, telephone number and email address.
 - b. The name, mailing address, business address, telephone number and email address for ~~each~~ the client of the lobbyist, and in the case of a corporation, association or governmental entity, the names of the individuals performing the functions of chief executive officer and chief financial officer.
 - c. A listing of the general categories of subject matters on which the registrant lobbies. The list of general categories shall be available from the metropolitan clerk.
 - d. Written proof of the lobbyist's authority to lobby on behalf of the client.
 - e. The name home address, and position of any member of the lobbyist's immediate family who is an official within the legislative or executive branch.
 - f. The extent of any direct or indirect business arrangement or partnership between the lobbyist and any candidate for public office or any official in the legislative or executive branch.
 - g. A ~~sworn~~ statement signed by the lobbyist that any employment agreement between a lobbyist and the client of a lobbyist is in writing, and the agreement does not contain any provision wherein the fee or a bonus to be paid to the lobbyist is contingent upon success of the lobbyist.
- B. At the time of registration, the lobbyist shall pay an annual filing fee of one hundred dollars for each client for whom they are filing the registration.
- C. Any person fitting the definition of volunteer lobbyist, as defined in Sec. 2.196.050, shall register as listed in subsection A, but shall be exempt from such fee.

- D. A person engaged in a communication that is not considered lobbying as defined in Sec. 2.196.020 need not register as a lobbyist under this section.
- E. All fees collected by the metropolitan clerk shall be paid into the general fund of the general services district.
- F. The annual registration fee is non-refundable and non-transferable.

2.196.050 - Registration of Volunteer Lobbyists.

- A. Notwithstanding any provision of this chapter to the contrary:
 - 1. An individual who only receives from another person the reimbursement for actual out-of-pocket personal expenses as compensation for lobbying on behalf of such person for less than ten (10) non-consecutive days per year, then the person is not a lobbyist for purposes of this chapter and is not required to register or fulfill any lobbyist requirements imposed pursuant to this chapter.
 - 2. An individual who only receives from another person the reimbursement for actual out-of-pocket personal expenses as compensation for lobbying on behalf of such person, and if the person receives the reimbursement for more than ten (10) non-consecutive days per year, then that individual shall register as a "volunteer lobbyist" on behalf of that person as their "volunteer client" and shall comply with all lobbyist requirements imposed pursuant to this chapter, but shall be exempt from the annual filing fee.
- B. For purposes of subsection A, the term "actual_out-of-pocket personal expenses" includes such things as legislative information services material, copying expenses, transportation costs, parking fees, and personal lodging and food expenses incurred while actually engaging in lobbying.
 - 1. Reimbursement for transportation, parking, personal lodging, and food costs shall be limited to expenses allowed for those items in the Tennessee Department of Finance and Administration Policy 8 - Comprehensive Travel Regulations.
 - 2. No such reimbursed expenses shall be for the benefit of any public official, except for informational materials delivered to public officials.

2.196.060 - Amending or Withdrawing a Lobbyist Registration.

- A. A lobbyist must amend or update their registration statement within five (5) business days of any event or circumstance that renders the registration statement inaccurate or incomplete.
- B. Every person registered under this chapter shall file a written notice of withdrawal with the metropolitan clerk within five (5) business days following the termination of a lobbying employment agreement between the lobbyist and a client. Such notice of withdrawal shall be retained by the metropolitan clerk for a period of five (5) years, and the date of withdrawal shall be noted on the Registered Lobbyist Index posted on the metropolitan clerk's website. Lobbyists must update their registration statement within five days of any event or circumstance that renders the registration statement inaccurate or incomplete.
- C. An Annual Lobbying and Expense Report must be completed for a year in which a lobbyist was registered, regardless of any subsequent amendment or withdrawal of registration.

2.196.070 – Annual Lobbying and Expense Report Requirements – Invitations and Gifts.

- A. Every lobbyist registered under this chapter shall electronically file with the metropolitan clerk a sworn report regarding lobbying activities and expenses no later than January 31st for the previous year. The report shall contain the following:

1. An itemized list, by date, beneficiary, amount and circumstance of the transaction, of each gift or expenditures of fifty dollars (\$50) or more made by the lobbyist on behalf of the client or anyone acting at the specific direction of the lobbyist on behalf of the client to benefit a candidate for public office, an official in the legislative branch, a member of the candidate or official's staff or immediate family, or a campaign committee or testimonial committee established for the benefit of a candidate for public office or such official;
 2. An itemized list by date, beneficiaries, amount and circumstance of the transaction of each gift or expenditure of twenty-five dollars (\$25) or more made by the lobbyist on behalf of the client or anyone acting at the specific direction of the lobbyist on behalf of the client to benefit an official in the executive branch, a member of the official's staff or immediate family, or a campaign committee or testimonial committee established for the benefit of such official;
 3. Such report shall include a sworn statement from the client attesting to the accuracy.
- B. Every lobbyist registered under this chapter shall electronically file with the Metropolitan Clerk a sworn report regarding their own lobbying activities and expenses not related to a client no later than January 31st for the previous year. The report shall contain the following:
1. An itemized list, by date, beneficiaries, amount and circumstance of the transaction, of each gift or expenditures of fifty dollars (\$50) or more made by the lobbyist or anyone acting at the specific direction of the lobbyist to benefit a candidate for public office, an official in the Legislative branch, a member of the candidate or official's staff or immediate family, or a campaign committee or testimonial committee established for the benefit of a candidate for public office or such official;
 2. An itemized list by date, beneficiaries, amount and circumstance of the transaction of each gift or expenditures of twenty-five dollars (\$25) or more made by the lobbyist or anyone acting at the specific direction of the lobbyist to benefit an official in the Executive branch, a member of the official's staff or immediate family, or a campaign committee or testimonial committee established for the benefit of such official.
- C. When ~~invitations, food, beverage, gifts, and entertainment such as tickets to events, or the like~~ are paid for by the client of a lobbyist or by a lobbyist, or person with the intent of directly or indirectly influencing legislative action, through an event, an invitation or notice to such invitation, food, beverage, gifts, entertainment such as tickets to events, or the like must extended to all members of the Metropolitan Council and be included in Annual Lobbying and Expense Reports. A copy of any such invitations or notice shall be submitted to the metropolitan clerk at least seven (7) business days in advance of the event.
- D. In determining the threshold for the reporting levels required by this chapter of an event attended by more than one official of the legislative branch, a staff member, or immediate family member, a lobbyist may attribute only the actual cost for any gift or expenditure to each such official or member in attendance.
- E. Any person providing funds to make a gift or expenditure other than a political contribution for the purpose of lobbying shall comply with the reporting requirements of this section whenever the purpose of such funds is to assist directly or indirectly an official of the executive or legislative branch, or any educational institution to lobby a specific program or programs on which legislative action is pending. Such person shall also report the source and amount of the funds which such gift or expenditure is made.
- F. The Clerk shall send a reminder letter to lobbyists who have not filed their clients Annual Lobbying and Expense Reports by January 31st. On March 1st, the Clerk shall provide the Board of Ethical Conduct a list of missing or incomplete reports. A person responsible for filing a late report shall include a \$50 filing fee.

2.196.080 - Unlawful activities designated.

- A. No lobbyist, lobbyist's client, or anyone acting at the specific direction of a client or lobbyist shall:
1. Offer or attempt to offer anything of value to an official in the legislative or executive branch, or to the official's immediate family, based on any stated or tacit understanding that the official's vote, official action or judgment would be influenced thereby.
 2. Make a loan of money to any candidates for public office, officials in the legislative or executive branch, or to anyone on their behalf. No candidate for public office, official in the legislative or executive branch, or a member of that person's staff or immediate family, shall solicit or accept a loan from a lobbyist.
 3. Knowingly or willfully make or cause to be made any false statement or misrepresentation of the facts concerning any matter for which the lobbyist is registered to lobby to any official in the legislative or executive branch or any matter which the client of a lobbyist or lobbyist is required to disclose to the metropolitan clerk.
 4. Pay or agree to pay a candidate for public office or an official in the legislative or executive branch compensation for real or personal property or services substantially in excess of that charged in the ordinary course of business.
 5. Permit a candidate for public office, an official in the legislative or executive branch, or a staff member or a member of the candidate or official's immediate family, to use the credit or credit card of a client or lobbyist or any other credit or credit card over which the client or lobbyist has control.
 6. Pay the lodging expenses of an official in the legislative or executive branch or immediate family of the official.
- B. No lobbyist shall:
- ~~1. Offer or make any political contribution or campaign contribution, including any in-kind contribution, to or on behalf of the mayor, vice mayor, any judge or chancellor, or any member of the council, or any candidates for offices.~~
 - ~~21.~~ Instigate the introduction of legislation for the purpose of obtaining employment to lobby in opposition of that legislation.
 - ~~32.~~ While engaging in lobbying on behalf of a client refuse to disclose to a Metropolitan employee or elected official upon request the identity of the client.
 - ~~43.~~ Shall serve as a member of any Board, Commission or governmental entity of Metropolitan government having jurisdiction to regulate the business endeavors or professional activities of any client of the lobbyist. Such lobbyist will resign from such board or commission immediately if they are employed by a client creating a conflict of interest. Serve as a member of any Board, Commission, Agency or governmental entity of the Metropolitan Government having jurisdiction to regulate any pending business endeavors of any client of the lobbyist or that the lobbyist would benefit from. Such lobbyist will resign immediately as a member of such board, commission, agency, or governmental entity if they are employed by a client creating such a conflict of interest. Lobbyists may serve as members of Boards, Commissions, Agencies or governmental entities of the Metropolitan Government in their individual capacity if such Board, Commission, Agency or governmental entity does not have jurisdiction over their current clients' matters or the lobbyist does not have any clients with relevant pending business endeavors.
 - ~~5.~~ A lobbyist shall not lobby on behalf of a client on any subject matter in which the client's interests are directly averse to another of the lobbyist's clients they are registered for.
- C. No official in the legislative or executive branch or a member of the official's staff or immediate family shall solicit or accept anything of value in violation of subsection A of this section.
- D. No official in the legislative or executive branch shall accept travel expenses, meals or lodging if payment of the travel expenses, meals or lodging violates this section or constitutes a prohibited gift.

- E. It is a violation of this chapter for anyone to knowingly file with the Metropolitan Clerk a sworn complaint which is false or for the purpose of harassment and will be turned over to the Director of Law to make a recommendation to the Board of Ethical Conduct for consideration.

2.196.090 – Lobbyist identification.

When speaking at a public hearing, presenting or speaking at a community meeting, or engaging in lobbying activities, a lobbyist must identify themselves by name and the client they are representing or speaking on behalf of at that time.

2.196.100 – Lobbyist Compensation.

- A. A client may not compensate or incur an obligation to compensate a lobbyist for compensation contingent in whole or in part upon the occurrence, nonoccurrence or amendment of any administrative or legislative action.
- B. A lobbyist may not engage in or agree to engage in lobbying for compensation contingent in whole or in part upon the occurrence, nonoccurrence, or amendment of any administrative or legislative action.

2.196.110 – Cooling Off Period.

- A. An Elected Official, department head, or employee of the mayor's office ~~or public employee~~ may not, within 12 months following the voluntary termination of office, or employment, or leaving Elected Office, obtain employment in which they will be able to take direct advantage, unavailable to others, of matters with which they were directly or indirectly involved during a term of office or during employment.
- B. An Elected Official, department head, or employee of the mayor's office ~~or public employee~~ may not be registered as a lobbyist within 12 months following the voluntary termination of office, or employment, or leaving Elected Office.

2.196.120 – Complaints Procedures.

- A. Complaint procedures:
1. Any person may submit a complaint alleging that any one or more person, lobbyist, or client of a lobbyist has violated the provisions of this chapter.
 2. The complaint must be filed electronically with the Metropolitan Clerk and be signed by the complainant and notarized, and must contain the following:
 - a. Complainant's legal name, current mailing address, home address, and a valid telephone number and email address;
 - b. Names and contact information of the individuals who committed the alleged violation, if possible;
 - c. Summary of the facts giving rise to the complaint;
 - d. Explanation of why those facts constitute a violation of this chapter; and
 - e. Any supporting documentation of the violation
 3. Upon receipt, the clerk shall:
 - ~~1a.~~ Provide a copy of the complaint ~~to the individuals named therein~~, the director of law, and to the members of the board of ethical conduct electronically and by U.S. Postal Service.
 - ~~eb.~~ Provide the complainant and the named persons with a copy of the complaint, ~~procedures and hearing procedures, Board Actions, Penalties and Sanctions, Enforcement Procedures and Appeal Rights of the Board of Ethical Conduct, and~~ of this Code electronically and by U.S. Postal Service by certified mail.

4. Once a complaint has been received by the members of the Board, and until a written decision has been issued by the Board, no member of the Board shall participate in any communication regarding the allegations or merits of the complaint, outside of the Board's public meetings or hearings, except as contemplated by these procedures.
5. The department of law will evaluate the complaint, applying the law of this chapter to the facts alleged in the complaint, and shall undertake an investigation as may be deemed necessary, to determine if such complaint alleges facts, which if proven true, could be deemed to be a violation of this chapter. Within fourteen (14) business days from its receipt of the complaint, the department of law will issue a report concluding whether the facts alleged in the complaint, if true, would give rise to a violation of this chapter, and including a recommendation to either dismiss the complaint or hold a hearing on the complaint. The department of law shall provide its report to the chair of the board of conduct, and shall file it with the clerk on the same day.
6. Within three (3) business days of receiving the department of law's report, the chair of the board of ethical conduct shall set a meeting of the board, which meeting is open to and noticed to the public. The clerk shall also provide notice of the meeting to the director of law electronically, the complainant, and the individuals named in the complaint. The clerk shall provide notice of the meeting to the complainant and the named persons electronically and by U.S. Postal Service by certified mail.
7. At the board's meeting, the board shall evaluate the department of law's report, and may accept or reject the department of law's recommendation. At this meeting, the board may decide to dismiss the complaint or call for a hearing on the complaint and set a date for the hearing.
8. Whether or not the board holds a hearing on the complaint or dismisses the complaint, it shall issue a decision in writing. Any decision shall require the affirmative vote of at least four members of the board. If a hearing is to be held, the decision will not be issued until after the hearing is held.
9. Any decision shall require the affirmative vote of at least four members of the board.
10. The decision shall be filed with the clerk, and provided to the complainant and to the individuals named in the complaint.

2.196.130 – Hearing Procedures.

BA. Hearing procedures:

1. If the board of conduct calls for a hearing on a complaint, the hearing shall be conducted as follows:
 - a. The hearing shall be noticed to and open to the public, in accordance with these procedures.
 - b. Notice of hearing shall be provided to the complainant and to the individual named in the complaint (together, the "parties").
 - c. The parties may, but are not required to, submit material to the board. If a party does wish to submit such material to the board, the party must file the material with the clerk, and provide a copy of the same to the other parties, at least seven (7) business days prior to the hearing. The clerk shall provide a copy of the same to the board members and the department of law.
 - d. The parties shall have a full and fair opportunity, but are not required, to present their positions and facts to the board at the hearing. Each party has the right to the assistance of legal counsel. Each party shall be allotted a reasonable amount of time to make its presentation to the board.
 - e. All parties may call witnesses to give testimony at the hearing, which testimony shall be given under oath, with the witnesses stating their legal names. All witnesses will be subject to cross-examination. Each party must file with the clerk a list of the witnesses that the party intends to call at the hearing, and provide a copy of the same to the other parties, at least seven (7) business days prior to the hearing. At the hearing, no party shall be permitted to call upon any person to give testimony if that person's name was not included

- on such list; however, the board may permit such an unnamed witness to be called by a party if, in the board's judgment, there was good cause for not timely naming the witness and the other parties would not be unduly prejudiced.
- f. Board members may ask questions of any party, counsel, or witness at any time during the hearing.
 - g. The board may, in the exercise of its discretion, permit interested persons present at the hearing to offer testimony under oath, even if those persons were not called as witnesses by any party.
 - h. The board may continue a hearing to a later date.
 - i. The director of law or a metropolitan attorney shall be present during the hearing to advise the board.
 - j. The board shall abide by any applicable policies, rules, or procedures promulgated by the board as otherwise permitted in chapter 2.222.

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2.196.140 – Actions, Penalties, and Sanctions of the board:

A. Actions:

1. If, after a hearing, the board decides that an individual violated the procedures set forth in this chapter, then the board shall take one or more of the following actions, as decided by affirmative vote of at least four of its members:
 - a. Recommend to the Council that the elected official or member of the Board or commission be censured;
 - b. Recommend to the violating elected official or member of a Board or commission resign their respective position;
 - c. ~~Recommend to the metropolitan clerk~~ Determine that the registration of the lobbyist be suspended or that a person be prohibited from registering as a lobbyist for a period of up to two years;
 - d. Refer the matter to the district attorney general for appropriate action; and/or,
 - e. Refer the matter to the director of law with a request that appropriate civil action be instituted by the metropolitan government for restitution or other relief.
2. The Board of Ethical Conduct may take into account the following mitigating factors and include them in the written record of the vote:
 - a. Good faith effort to comply. The violator is found to have made a good faith effort to comply with the law.
 - b. Prompt corrective action. The violator is found to have taken prompt corrective action where corrective action was possible to remedy the violation.
 - c. Prompt self-reporting. The violator is found to have reported promptly the violation to the Clerk or the Board of Ethical Conduct.
3. The Board of Ethical Conduct may take into account the following aggravating factors and include them in the written record of the vote:
 - a. Intent. The violator is found to have acted knowingly. An act is done knowingly if done voluntarily and intentionally and not because of mistake or accident or other innocent reason.
 - b. Repeat violation. The violator previously has been found by the Board of Ethical Conduct or by a court of competent jurisdiction to have violated the same or similar provisions.
 - c. Obstruction of investigation. The violator is found to have obstructed the investigation of the Board of Ethical Conduct into the same violation.

~~2.196.130 Violations—False Complaints, Penalties, Sanctions, Enforcement.~~

~~A.—False Complaints: It is a violation of this chapter for anyone to knowingly file with the Metropolitan Clerk a sworn complaint which is false or for the purpose of harassment and will be turned over to the Director of Law to make a recommendation to the Board of Ethical Conduct for consideration.~~

- B. Penalties: Any violation of this chapter may be punished by a fine of up to fifty dollars (\$50) per day per violation and/or the prohibition from registration, or suspension of a current registration, for a period not to exceed two years. The Metropolitan Clerk shall act to prohibit or suspend registration upon ~~recommendation~~ a decision by the Board of Ethical Conduct following the procedures set forth in ~~this section 2.196.90.~~
- C. Sanctions: Upon receipt of a recommendation from the Board that an elected official or member of a Board or commission be censured by the Council, the chairman of the rules-confirmations-public elections committee shall timely file one or more resolutions with the Metropolitan Clerk, for the next regularly scheduled Council Meeting to do one or more of the following:
 1. Providing for censure of the member, which resolution shall require twenty-one affirmative vote to be adopted.
 2. Providing for the removal of the censured member of Council from any or all committees and/or removal as chairman of a committee of the Council which resolution shall require twenty-one affirmative vote to be adopted.
 3. Providing for the censure or removal of a Board/Commission member which resolution shall require twenty-one affirmative votes to be adopted.

D.

2.196.150 – Enforcement:

Board recommendations and complaints regarding violations by employees, other than elected officials, of the standards set forth in this chapter shall be made to the appointing authority. Decisions of the appointing authority regarding violation of the standards of Conduct set forth herein by employees within the classified service may be appealed to the Civil Service Commission in accordance with the Civil Service Rules adopted pursuant to section 12.06 and 12.07 of the Metropolitan Charter.

Section 2. That Section 2.222.040.A.5 of the Metropolitan Code be amended to add the following subsection e:

- e. To conduct an investigation and make recommendations regarding any alleged violation of the lobbyist code as set forth in Chapter 2.196 of this code, using the procedures set forth in Section 2.196.085.

Section 3. Be it further enacted, that this ordinance shall take effect January 1, 2021, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kathleen Murphy
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-147

Mr. President –

- I. I hereby move to amend Ordinance No. BL2020-147, Section 1, by adding the following definition to proposed Section 2.196.020

“Affiliated political action committee” means political campaign committees established, financed, maintained, or controlled by any corporation, labor organization or any other person, including any parent, subsidiary, branch, division, department, or local unit of such corporation, labor organization, or any other person, or by any group of such persons. For this chapter, the chair or treasurer of which is a principal, an officer or an employee of a principal employer of a lobbyist, a lobbyist, an employee of a lobbyist or an employee of a lobbying firm. A political action committee is not an “affiliated political action committee” if an employee of a registrant serves as the officer of a political action committee in a clearly personal capacity and the goals and mission of the committee clearly have not relationship to the goals and mission of the lobbyist or lobbyist’s client.

- II. I hereby move to further amend Ordinance No. BL2020-147, Section 1, by adding the following as a new Subsection A.4.e and renumbering any subsequent subsections accordingly:

e. The name and address of any affiliated political action committees, and acronyms if applicable, of the client or of the lobbyist.

SPONSORED BY:

Dave Rosenberg
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-276

An ordinance amending Title 5 of the Metropolitan Code to establish a development impact fee.

WHEREAS, the recent population growth in Nashville and Davidson County has negatively impacted the Metropolitan Government's ability to provide adequate schools facilities and affordable housing ~~other public facilities and infrastructure~~; and

WHEREAS, ~~Tenn. Code Ann. § 6-2-201(15), provides that cities organized under the Mayor Aldermanic form of government have the power to:~~

~~Establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle and clean public highways, streets, boulevards, parkways, sidewalks, alleys, parks, public grounds, public facilities, libraries and squares, wharves, bridges, viaducts, subways, tunnels, sewers and drains within or without the corporate limits, regulate their use within the corporate limits, assess fees for the use of or impact upon such property and facilities, and take and appropriate property therefor under §§ 7-31-107—7-31-111 and 29-16-203, or any other manner provided by general laws ...; and~~

WHEREAS, ~~Tenn. Code Ann. § 6-33-101 provides the same powers noted above to cities organized under the Modified City Manager—Charter form of government; and~~

WHEREAS, ~~Tenn. Code Ann. § 7-2-108 provides that metropolitan governments are vested with "any and all powers that cities are, or may hereafter be, authorized or required to exercise under the Constitution and general laws of the state ..."; and~~

WHEREAS, ~~Tenn. Code Ann. §§ 6-2-201(15) and 6-33-101 are general laws in that they are not specifically local in application; and~~

WHEREAS, ~~as a city power authorized to be exercised under the general laws of the state, Metro has the power to assess impact fees.~~

WHEREAS, the Metropolitan Council has determined that the need for public facilities within the area of the metropolitan government is reasonably related to new development in the county.

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

Section 1. Title 5 of the Metropolitan Code is hereby amended by adding the following new Chapter 5.34 – Development Impact Fee:

Chapter 5.34 Development Impact Fee

5.34.010 Findings and purpose.

The recent population growth in Nashville and Davidson County has negatively impacted the Metropolitan Government's ability to provide adequate schools facilities and other public facilities and infrastructure. This has led to inequities in certain areas of Nashville and Davidson County, and has impacted the quality of life of residents. The Metropolitan Council has determined that the need for public facilities within the area of the Metropolitan Government is reasonably related to new development in the county. The purpose of this chapter is to provide a funding mechanism to enable the Metropolitan Government to help address the need for public facilities and infrastructure resulting from development.

5.34.02±0 Definitions.

As used in this chapter, the following terms have the meanings ascribed herein:

"Building" means any structure built for the support shelter, or enclosure of persons, chattels, or movable property of any kind; the term includes a mobile home. This will not pertain to buildings used for agricultural purposes;

"Building permit" means a permit for development issued by the Metropolitan Government;

"Certificate of occupancy" means a license for occupancy of a building or structure issued by the Metropolitan Government;

"Development" means the construction, building, reconstruction, erection, extension, betterment, or improvement of land providing a building or structure or the addition to any building or structure, or any part thereof, which provides, adds to or increases the floor area of a residential or non-residential use;

" Dwelling unit" means a room, or rooms connected together constituting a separate, independent housekeeping establishment for owner occupancy, rental or lease on a daily, weekly, monthly, or longer basis; physically separated from any other room or dwelling units which may be in the same structure; and containing independent cooking and sleeping facilities

"Floor area" means:

For non-residential development, the total of the gross horizontal area of all floors, including usable basements and cellars, below the roof and within the outer surface of the main walls of principal or accessory buildings or the center lines of party walls separating such buildings or portions thereof, or within lines drawn parallel to and two feet within the roof line of any building or portions thereof without walls, but excluding arcades, porticoes, and similar open areas which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas; and
For residential development, the total of the gross horizontal area of all floors, including basements, cellars, or attics that are heated or air-conditioned living space, or are designed to be finished into heated or air-conditioned living space at a future date;

"Impact fee" means the privilege tax levied pursuant to this chapter;

"Metropolitan council" means the Metropolitan County Council of the Metropolitan Government of Nashville and Davidson County;

"Non-residential" means the development of any property for any use other than residential use, except as may be exempted by this section;

"Person" means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group or combination acting as a unit, and the plural as well as the singular number;

"Place of worship" means that portion of a building, owned by a religious institution which has tax-exempt status, which is used for worship services and related functions; provided, however, that a place of worship does not include buildings or portions of buildings which are used for purposes other than for worship and related functions or which are or are intended to be leased, rented or used by persons who do not have tax-exempt status;

"Public buildings" means a building owned by the state of Tennessee or any agency thereof, a political subdivision of this state, including, but not limited to, the Metropolitan Government and its satellite cities, or the federal government or any agency thereof;

"Public facility" means a physical improvement undertaken by the Metropolitan Government, including and limited to the following: roads and bridges, jails and law enforcement facilities, schools, government buildings, fire stations, sanitary landfills, water, and wastewater and drainage projects; and

"Residential" means the development of any property for a dwelling unit or units.

5.34.020 Impact fee established.

A. Engaging in the act of development within the area of the Metropolitan Government, except as provided in subsection B., is declared to be a privilege upon which the Metropolitan Government may levy a tax in an amount not to exceed the rate set forth in subsection C.

B. This section does not apply to the development of:

1. Public buildings;
2. Places of worship;
3. Barns or outbuildings used for agricultural purposes;
4. Replacement structures for previously existing structures destroyed by fire or other disaster;
5. Additions to a single-family dwelling;
6. A structure owned by a non-profit corporation which is a qualified 501(c)3 corporation under the Internal Revenue Code;
7. Permanent residential structures replacing mobile homes where the mobile home is removed within thirty (30) days of the issuance of the certificate of occupancy for the permanent residential structure provided that the permanent structure is a residence for the owner and occupant of the mobile home and that owner and occupant has resided on the property for a period of not less than three (3) years; or
8. Buildings moved from one site within the area of the metropolitan government to another site within the area of the Metropolitan Government.

C. 1. For the exercise of the privilege described herein, the following tax is imposed on new development within the area of the Metropolitan Government:

- (a) One dollar (\$1.00) per gross square foot of residential development; and
- (b) Two dollars (\$2.00) per gross square foot of non-residential development.

~~"Building" means any structure built for the support, shelter, or enclosure of persons, goods, or moveable property of any kind.~~

~~"Building permit" means a permit for development issued in the municipality.~~

~~"Commercial building" means any building not used for residential purposes.~~

~~"Development" means the construction, building, reconstruction, erection, extension, betterment, or improvement of land providing a building or structure, or the addition to any building or structure, or any part thereof, which provides, adds to, or increases the floor area of a dwelling unit or commercial use.~~

~~"Dwelling unit" collectively means (a) a room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, rental, or lease; (b) physically separated from any other dwelling units in the same structure; and (c) containing independent cooking and sleeping facilities.~~

~~"Floor area" means the total of the gross horizontal areas of all floors, including usable basements and cellars, below the roof and within the outer surfaces of the main walls of principal or accessory buildings (or the center lines of party walls separating such buildings or portions thereof) or within lines drawn parallel to and two feet within the roof line of any building or portion thereof without walls.~~

~~"Person" means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group or combination acting as a unit, and the plural as well as the singular number.~~

~~"Residential" means the development of any property for a dwelling unit or units.~~

~~"Municipality" means the Metropolitan Government of Nashville and Davidson County, Tennessee.~~

~~5.34.020~~ ~~Impact fee established.~~

~~Any person who constructs a new residential development or commercial building within the municipality shall pay an impact fee in accordance with the following schedule:~~

~~A flat fee of one thousand five hundred dollars (\$1,500) for each residential unit.~~

~~A flat fee of five thousand dollars (\$5,000) for each commercial building.~~

5.34.030 Collection of impact fee.

The impact fee established by this chapter shall be collected at the time of application for a building permit for development as herein defined. No building permit for development shall be issued unless the impact fee has been paid in full to the department of codes administration.

5.34.040 Use of impact fee proceeds.

All impact fee revenue collected shall be used to provide public facilities, the need for which is reasonably related to new development, as follows:

~~A. Sixty percent (60%) shall be allocated for Metropolitan Nashville Public Schools capital projects. Of this sixty percent (60%) collected, forty percent (40%) shall be used for capital improvements to schools identified as a Priority School by the State of Tennessee.~~

~~B. Forty percent (40%) shall be allocated to fund public infrastructure projects, including, but not limited to, streets, roads, sidewalks, bikeways, water/sewer facilities, solid waste facilities, and transportation/transit facilities.~~

5.34.050 Severability.

If any provisions of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given effect without the invalid provision or application, and to that end the provisions of this chapter are declared to be severable.

5.34.060 Effective date.

The provisions of this chapter shall only become effective upon the enactment of enabling legislation by the Tennessee General Assembly authorizing the Metropolitan Government to levy the privilege tax set forth in this chapter, and shall remain in effect for so long the state enabling legislation remains in effect.

Section 2. The Metropolitan Planning Department, the Department of Codes Administration, and the Department of Finance are hereby authorized and directed to develop administrative guidelines, procedures, regulations, and forms necessary to properly implement, administer, and enforce this chapter, subject to approval of the Metropolitan Council by resolution.

Section 32. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Jonathan Hall
Member of Council

AMENDMENT NO. ____

TO

SUBSTITUTE ORDINANCE NO. BL2020-276

Mr. President:

I move to amend Substitute Ordinance No. BL2020-276 as follows:

1. Amend Section 1, to revise proposed Section 5.34.020 A to read as follows:
 - A. Engaging in the act of development within the area of the Metropolitan Government, except as provided in subsections B and C, is declared to be a privilege upon which the Metropolitan Government may levy a tax in an amount not to exceed the rate set forth in subsection C.
2. Amend Section 1, proposed Section 5.34.020.B to add the following Item 9 .

9. Affordable Housing with a legally binding affordability of at least 15 years. Affordability shall be established by use of funding or property through the Barnes Fund for Affordable Housing or Low Income Housing Tax Credits or construction by a non-profit organization.

3. Add the following Item C. after Section 5.34.020 B and renumbering the current subsection C as subsection D.

C. For permit applications for partially affordable subdivisions or multifamily residences meeting the threshold for affordable housing established below, the rate charged shall be 50% of the rate established in subsection D. The following table shall be used to identify the threshold at which the proposed housing units shall be considered affordable, based upon Median Household Income (MHI):

	<u>Rental at 60% MHI or less</u>	<u>Rental at greater than 60% MHI to 80% MHI</u>	<u>Rental at greater than 80% MHI to 100% MHI</u>	<u>For-sale at greater than 60% MHI to 80% MHI</u>	<u>For-sale at greater than 80% MHI to 100% MHI</u>
<u>Single-family and two-family uses</u>	<u>12.5% of total residential units</u>	<u>15% of total residential units</u>	<u>17.5% of total residential units</u>	<u>10% of total residential units</u>	<u>15% of total residential units</u>
<u>Multi-family uses less than 3 stories</u>	<u>12.5% of total residential floor area</u>	<u>15% of total residential floor area</u>	<u>17.5% of total residential floor area</u>	<u>10% of total residential floor area</u>	<u>15% of total residential floor area</u>
<u>Multifamily uses (3 to 6 stories)</u>	<u>10% of total residential floor area</u>	<u>12.5% of total residential floor area</u>	<u>15% of total residential floor area</u>	<u>n/a</u>	<u>n/a</u>
<u>Multifamily uses (> 7 stories)</u>	<u>7.5% of total residential floor area</u>	<u>10% of total residential floor area</u>	<u>12.5% of total residential floor area</u>	<u>n/a</u>	<u>n/a</u>

For the purposes of this Section, the residential floor area shall be the net leasable residential floor area.

DC. 1. For the exercise of the privilege described herein, the following tax is imposed on new development within the area of the Metropolitan Government:

- (a) One dollar (\$1.00) per gross square foot of residential development; and
- (b) Two dollars (\$2.00) per gross square foot of non-residential development.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. 1

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

- I. By amending Section 1 by deleting subsection D.1.b. in its entirety and replacing it with the following:
 - b. ~~The home occupation shall not occupy more than twenty percent of the total floor area of the principal structure to a maximum of 500 square feet of floor area plus the area of any legally permitted accessory buildings.~~ The home occupation shall not occupy more than twenty percent of the total floor area of the principal structure and shall not occupy more than 1,000 square feet of total floor area within the principal structure and any legally permitted accessory buildings.

- II. By amending Section 1 by adding the following as a new subsection D.2.b. and renumbering any subsequent subsections accordingly:
 - b. No more than five employees may reside within the dwelling at a home occupation location.

- III. By amending Section 1 by deleting subsection D.3.c. in its entirety and replacing it with the following:
 - c. The permit holder shall maintain and make available to the Codes Department a log or register of customer appointments for each calendar year.

- IV. By amending Section 1 by deleting subsection D.6.b. in its entirety and replacing it with the following:
 - b. Prior to issuance of a permit, the applicant shall provide the Codes Department with a ~~statement~~ an affidavit verifying that the applicant has confirmed that operating the proposed home occupation would not violate any home owners association agreement or bylaws, condominium agreement, covenants, codes and restrictions, lease or any other agreement governing and limiting the use of the property proposed for the home occupation. If the applicant is not the property owner, the ~~applicant shall also certify~~ affidavit shall also verify that the property owner is aware of the application and does not object to pursuit of the home occupation permit. Further, the applicant shall provide proof of written notification to the owner of each adjacent property prior to filing the application. For each such adjacent property, proof of written notification shall be: (a) a signature of an owner; (b) a signed receipt of U.S. registered or certified mail addressed to an owner; or (c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted.

- V. By amending Section 1 by deleting subsection D.7.b. in its entirety and replacing it with the following:
 - b. Revocation of Permit. Upon the filing of ~~three~~ two or more verified complaints within a calendar year regarding a permit issued for activities under this section, the Zoning Administrator, or his or her designee, shall notify the permit holder in writing of such

complaints and the Zoning Administrator, or his or her designee, will determine whether such complaints are valid. If it is determined that violations have occurred, the Zoning Administrator may revoke a permit as provided in Section 17.40.590. Once a permit has been revoked pursuant to this subsection, no home occupation permit shall be issued to the applicant for the same property for a period of one year from the date of the revocation. The permit holder may appeal the Zoning Administrator's decision to the Board of Zoning Appeals for a public hearing as provided in this Title. Other violations of this Subsection D are punishable by a fine of fifty dollars per day, per violation.

SPONSORED BY:

Dave Rosenberg
Member of Council

AMENDMENT NO. 2

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48

Mr. President:

I move to amend Second Substitute Ordinance No. BL2019-48 as follows:

4. Amend Section 1 proposed Section 17.16.250, Subsection D.1 by adding paragraph c. as follows:

c. Only one home occupation that allows customers or clients shall be permitted per block face or within 1000 feet on an uninterrupted street, whichever is shorter.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. 3

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

- I. That Section 1, proposed Section 17.16.250, Subsection D.6.a is hereby deleted in its entirety and the subsequent subsections are renumbered accordingly:
 - a. ~~Home occupations that meet both of the following conditions are not required to acquire a permit for activity under this section:~~
 - i. ~~The home occupation does not serve customers on the property; and~~
 - ii. ~~The home occupation does not employ anyone who does not live within the dwelling.~~

SPONSORED BY:

Thom Druffel
Member of Council

AMENDMENT NO. 4

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48

Mr. President –

I hereby move to amend Second Substitute Ordinance no. BL2019-48 as follows:

- I. By amending Section 1, proposed Section 17.16.250 by deleting subsections D.1, D.2, and D.3 and inserting the following as new subsections D.1, D.2, D.3, and D.4 and renumbering the subsequent subsections accordingly:

1. Classes of permits. There shall be the following two classes of home occupation permits:

a. Home occupation – Type 1, which does not allow customer visits.

b. Home occupation – Type 2, which allows limited customer visits as provided below. The number of home occupation – Type 2 permits are limited to no more than 3% of the single-family or detached two-family residential units within each census tract as determined by the Zoning Administrator.

21. Location for both Type 1 and Type 2 home occupations.

a. A home occupation must be conducted entirely within the dwelling unit or accessory building.

b. The home occupation shall not occupy more than twenty percent of the total floor area of the principal structure to a maximum of 500 square feet of floor area plus the area of any legally permitted accessory buildings.

32. Employees and Vehicles

a. No more than one part-time or full-time employee not living within the dwelling may work at the home occupation location.

b. Parking a commercial vehicle on the premises or on a street adjacent to residentially zoned property is prohibited. Vehicles associated with the home occupation shall be limited to one passenger vehicle such as a motorcycle, automobile, pick-up truck, sport utility vehicle, van or similar, with a maximum axle load capacity of one and one-half tons.

c. No truck deliveries or pick-ups, except by public or private parcel services, are permitted.

43. Customer Visits

a. Customer visits shall be prohibited for home occupation – Type 1 permit holders.

b. For Type 2 permit holders, cCustomer visits must occur by scheduled appointment and only between the hours of 8 a.m. and 7 p.m., Monday through Saturday. Further,

~~b. Ccustomer visits shall be limited to no more than three visits per hour and a maximum of six total visits per day.~~

be. Type 2he permit holders shall maintain and make available to the Codes Department a log or register of customer appointments for each calendar year.

SPONSORED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. 5

TO

SECOND SUBSTITUTE ORDINANCE NO. BL2019-48

Mr. President –

I hereby move to amend Second Substitute Ordinance no. BL2019-48 as follows:

- I. By amending Section 1, proposed Section 17.16.250.D.1 by adding the following as a new subsection c:

c. No Type 2 home occupation shall be located on any parcel adjacent to another parcel upon which a Type 2 home occupation is located.

SPONSORED BY:

Courtney Johnston

Angie Henderson
Members of Council

LATE AMENDMENT NO. ____
TO
SECOND SUBSTITUTE ORDINANCE NO. BL2019-48

Mr. President –

I hereby move to amend Second Substitute Ordinance No. BL2019-48 as follows:

I. That Section 1, proposed Section 17.16.250 is hereby by adding the following as a new subsection D.8:

8. Sunset date. The provisions of this subsection D shall expire and be null and void on March 1, 2023 unless extended by resolution of the metropolitan council.

II. That Section 2 is hereby amended as follows:

Section 2. This Ordinance shall take effect ~~from and after its final passage~~ September 1, 2020, and such change shall be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Angie Henderson
Member of Council

SUBSTITUTE ORDINANCE NO. BL2019-69

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to RM9-A-NS zoning for property located at 3413 John Mallette Drive, at the southern corner of Ashton Avenue and John Mallette Drive (0.42 acres), all of which is described herein (Proposal No. 2019Z-131PR-001).

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

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

By changing from RS10 to RM9-A-NS zoning for property located at 3413 John Mallette Drive, at the southern corner of Ashton Avenue and John Mallette Drive (0.42 acres), being Property Parcel No. 143 as designated on Map 069-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 069 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

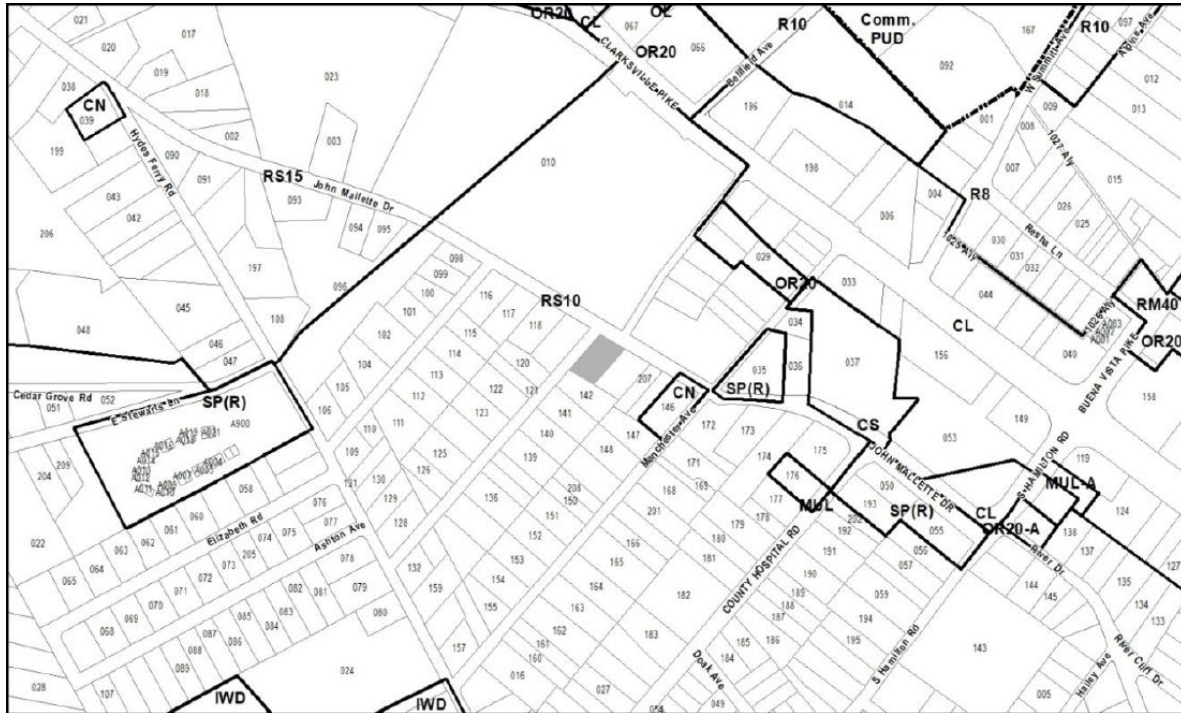
Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Kyonzté Toombs

2019Z-131PR-001
Map 069-16, Parcel(s) 143
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity District 02
(Toombs)
Application fee paid by: Robert or Jocelyn McDonald

A request to rezone from RS10 to RM9-A-NS zoning for property located at 3413 John Mallette Drive, at the southern corner of Ashton Avenue and John Mallette Drive (0.42 acres), requested by Robert Brandon McDonald, applicant and owner.



AMENDMENT NO. 1
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78 by amending Section 1, proposed Section 17.16.070.U.1.d to add the following as a new subsection iii:

iii. Otherwise qualifying properties with a valid master permit on file with the department of codes administration on or before September 1, 2020, will not be subject to the provisions of this subsection d.

SPONSORED BY:

Colby Sledge
Member of Council

AMENDMENT NO. 2
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President:

I move to amend Substitute Ordinance No. BL2019-78 as follows:

1. By add the following subsection iii to Section 1, proposed Section 17.16.070.U.1.d:
iii. Notwithstanding subsection U.1.d.i, the distance requirement shall not apply to properties in the DTC.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. 3
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78 by deleting Section 2 in its entirety and replacing it with the following:

Section 2. This Ordinance shall take effect ~~from and after its passage~~ January 1, 2022, and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Brett Withers

Burkley Allen
Members of Council

AMENDMENT NO. 4
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78, Section 1, proposed Section 17.16.070.U.1.d by adding a new subsection iii as follows:

iii. This subsection U.1.d shall not apply to the following:

A. Parcels fronting an “arterial-boulevard”, as designated in the major and collector street plan.

B. Parcels that are not adjacent to two or more residentially zoned parcels.

SPONSORED BY:

Brett Withers
Member of Council

AMENDMENT NO. 5
TO
SUBSTITUTE ORDINANCE NO. BL2019-78

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2019-78 by deleting Section 1 in its entirety and replacing it with the following:

Section 1. That Section 17.16.070 of the Metropolitan Code, the Zoning Ordinance for the Metropolitan Government of Nashville and Davidson County, is hereby amended by adding the following provisions as subsection U.1.d:

“d. Minimum distance requirements

i. No new STRP permit shall be issued to an applicant whose location is less than one hundred feet from ~~a religious institution~~, a school or its playground, a park, or a licensed day care center or its playground. Distances shall be measured in a straight line from the parcel line of the property for which a STRP is sought to the closest point of the parcel line of the property on which the ~~religious institution~~, school or its playground, park, or licensed daycare center or its playground is located.

ii. Notwithstanding subsection U.1.d.i of this section, a STRP permit applicant may be exempt from the minimum distance requirements set forth herein upon the adoption of a resolution, after a public hearing, by the metropolitan council receiving 21 affirmative votes approving the exemption of the STRP unit from said minimum distance requirements. The department of codes administration shall notify the councilmember for the district in which the applicant unit is located in writing within five business days from the date the application is filed requesting the waiver of distance requirements. The public hearing required by this subsection shall be conducted by the council at a regular meeting of the council. Public notification of the hearing shall be conducted pursuant to the public notification requirements for amendments to the official zoning map in accordance with Article XV of Chapter 17.40 of the metropolitan code, provided that notice by mail shall be sent to all property owners within 600 feet of the unit seeking the exemption from the minimum distance requirements not later than 14 days prior to the scheduled public hearing on the resolution. Further, a public notice sign meeting the general requirements of Section 17.40.730 of the metropolitan code shall be posted on the property of the applicant seeking the exemption from the minimum distance requirements at least 14 days prior to the scheduled public hearing. The costs for the public notification requirements shall be paid by the applicant. The applicant shall coordinate the scheduling of the public hearing with the metropolitan clerk's office prior to the filing of the resolution for purposes of including the date and time of the public hearing in the public notice to be mailed.”

SPONSORED BY:

Brett Withers
Member of Council

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2020-187

Mr. President:

I move to amend Substitute Ordinance No. BL2020-187 as follows:

1. Amend Section 4 by revising proposed Section 6.28.035, subsection C as follows:
C. The board shall consist of seven members. One member of the seven shall be a member of the Metropolitan Council and shall be selected by that body from its membership to serve as a member of the board for a term of two years. The remaining six members shall be appointed by the mayor and confirmed by a majority vote of the Metropolitan Council and shall each serve terms of four years or until their successors are appointed. Of the remaining six members at least one shall be an attorney, at least two shall be neighborhood representatives, and at least two shall be short term rental representatives.

INTRODUCED BY:

Burkley Allen
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-212

Mr. President –

I hereby move to amend Ordinance No. BL2020-212 as follows:

I. By amending Section 4, by adding the following condition as Condition 4:

5. Walker Lane shall not be extended to Proposed Road 'B'. No vehicular connection shall be made between Walker Lane and Proposed Road 'B'.

INTRODUCED BY:

Kyonzte Toombs
Member of Council

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2020-219

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-219 as follows:

I. By amending Section 4, by adding the following conditions:

9. Ticketed events exceeding an attendance of 750 people shall be limited to Friday, Saturday, or Sunday, except that weekday ticketed events exceeding an attendance of 750 people may be held between the Memorial Day holiday and July 31st.

10. Outdoor events held Sunday through Thursday shall end by 10:30pm. Outdoor events held Friday and Saturday shall end by 11:00pm.

11. The decibel level output as measured at the western property boundary along Whites Creek Pike shall not exceed a five minute average of 85 dB during any event.

12. All Outdoor events shall require a permanently installed, on-site fully IEC 61672 compliant class 2 decibel level monitor to be in operation throughout the duration of the event. The decibel level monitor shall be installed at the western property boundary along Whites Creek Pike.

13. The recommendations outlined in the Blue Road Fontanel Traffic Impact Study, as accepted by Metro Public Works, shall be implemented to provide safe and efficient traffic operations within the study area following the completion of the proposed project.

INTRODUCED BY:

Jennifer Gamble
Member of Council

SUBSTITUTE ORDINANCE NO. BL2020-262

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from CS to SP zoning for properties located at 2132 and 2134 Canady Avenue, approximately 340 feet south of Napoleon Avenue (0.36 acres), to permit mixed use, all of which is described herein (Proposal No. 2020SP-013-001).

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

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

By changing from CS to SP zoning for properties located at 2132 and 2134 Canady Avenue, approximately 340 feet south of Napoleon Avenue (0.36 acres), to permit mixed use, being Property Parcel Nos. 201, 202 as designated on Map 105-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 105 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by MUL-A as specified on the plan. A list of prohibited uses is included on the plan.

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

1. Cash Advance, Check Cashing, Title Loan shall be replaced with Alternative Financial Services.
2. The maximum height within the build-to-zone shall be per MUL-A, and the maximum height outside the build-to-zone is five stories in 75 feet.
3. Comply with all conditions and requirements of Stormwater, Water Services, and Public Works.
4. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

Section 4 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 5-6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate

specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 67. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUL-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 78. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Colby Sledge

2020SP-013-001
CANADY AVENUE SP
Map 105-16, Parcel(s) 201-202
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Parker McCracken

A request to rezone from CS to SP-MU zoning for properties located at 2132 and 2134 Canady Avenue, approximately 340 feet south of Napoleon Avenue (0.36 acres), to permit mixed use, requested by Cream City Development, applicant and owner.



Proposed Regulatory SP Start

2132/2134 Canady Avenue Regulatory Specific Plan (SP-R)

Development Summary	
SP Name	2132/2134 Canady Ave
Case No:	2020SP-013-101
Council District	17
Map & Parcel	Map 105-16, Parcel(s) 201 & 202

Site Data Table	
Site Data	0.43 acres
Existing Zoning	CS
Proposed Zoning	SP-R w/ MUL-A base
Allowable Land Uses	All uses permitted by the MUL-A zoning except the restricted uses below

Regulatory Specific Plan (SP-R) Standards

1. The purpose of this SP is to further limit uses permitted by MUL-A and permit a maximum five stories where MUL-A only permits four stories.
 - No Cash advance
 - No Check cashing
 - No Title loan
 - No Automobile convenience
 - No Bar or nightclub
 - No Car wash
 - No Funeral home
 - No Mobile storage unit
 - No Pawnshop
 - No Restaurant, fast-food
 - No Power/gas substation
 - No Waste water treatment
 - No Water/sewer pump station
 - No Water treatment plant
 - No Construction/demolition waste processing
 - No Club
 - No Commercial amusement (outside)
 - No Temporary festival
 - No Pond/lake
 - No Short-term rental (owner-occupied)
 - No Short-term rental (non-owner-occupied)

2. If a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUL-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.
3. Any final site plan/ building permit site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.

Proposed Regulatory SP End