Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT,
AND
THE TENNESSEE ASSOCIATION OF
CHIEFS OF POLICE

This intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government" or "Metro"), by and through the Metropolitan Nashville Police Department (hereinafter "MNPD"), and the Tennessee Association of Chiefs of Police, (hereinafter "Grantee"), is to establish terms for the distribution of certain funds granted by the State of Tennessee to the Metropolitan Government pursuant to Grant Contract Number 49530, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF PROGRAM:

A.1. Pursuant to Grant Contract Number 49530, Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("I.C.A.C.") agencies for the following:

- Equipment that will be used solely for I.C.A.C. investigations;
- Training to assist the agency in I.C.A.C. investigations, as listed in Exhibit A to this Intergovernmental Agreement; and
- Travel associated with I.C.A.C. training.

B. TERM OF AGREEMENT:

B.1. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2018 and ending on June 30, 2019.

The Grantee hereby acknowledges and affirms that Metro shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Agreement exceed Ten Thousand Dollars ($10,000). This amount shall constitute the maximum amount to be provided to the Grantee by Metro pursuant to this Agreement.

C.2. Payment Methodology. The Grantee will send a reimbursement request to MNPD, along with copies of invoices for eligible expenditures. Requests for reimbursement shall be sent by Grantee to MNPD on a monthly basis until the maximum amount of $10,000 has been exhausted. Metro will reimburse Grantee for eligible expenditures.

C.3. Payment of Invoice. The payment of any funds by Metro shall not prejudice Metro's right to object to any matter in relation thereto. Such payment by Metro shall neither be construed as an approval of any of the costs included therein.

C.4. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Agreement until it is approved by the appropriate

Metro representatives as indicated on the signature page of this Agreement.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. Termination for Cause. Should the Grantee fail to properly perform its obligations under this Agreement or if the Grantee violates any terms of this Agreement, Metro shall have the right to immediately terminate the Agreement and the Grantee shall return to Metro any and all monies for services or programs under the Agreement expended for purposes contrary to the terms of the Agreement. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee.

D.4. Termination for Convenience. Metro may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by Metro. Metro 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 Metro be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which Metro is liable shall be determined by Metro. 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.5. Subcontracting. The Grantee shall not assign this Agreement without obtaining the prior written approval of Metro.

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. 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 Agreement 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.8. Public Accountability. If the Grantee is subject to Tennessee Code Annotated § 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 Grantees 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 GRANTEE 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 all necessary signs.

D.9. 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.10. 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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification, Public Company Accounting Oversight Board ("PCAOB") Accounting Standards Codification, or Governmental Accounting Standards Board ("GASB") 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, Audit Requirements, and Cost Principles for Federal Awards.*

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.11. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Metropolitan Government. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by Metro, upon request, during normal working hours.

D.12. Electronic Payment. Metro requires as a condition of this Agreement that the Grantee shall complete and sign Metro's form authorizing electronic payments to the Grantee (Exhibit B). The Grantee will have thirty (30) days to complete, sign, and return Exhibit B. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Agreement.

D.14. Insurance. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.

D.15. Metro Liability. Metro shall have no liability except as specifically provided in this Agreement. Metro shall not be liable for any claims related to equipment, services, or travel purchased by Grantee with funds obtained pursuant to this Agreement.

D.16. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Agreement.

(d) Grantee's duties under this section shall survive the termination or expiration of the Agreement.

D.18. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.19. State, Local and Federal Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

D.20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Agreement shall be in the courts of Davidson County, Tennessee.

D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.22. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D. 23. Assignment—Consent Required. The provisions of this agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metropolitan Nashville Police Department.

D.24. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under

a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.25. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

Captain Jason Reinbold
Email address: Jason.reinbold@nashville.gov

Metropolitan Nashville Police Department
749 Massman Dr.
Nashville, TN 37210
Telephone Number: (615) 862-7560
Fax Number: (615) 880-2842

Grantee:

Maggi Duncan
Email address: maggi@tacp.org

Tennessee Association of Chiefs of Police
530 Church Street, Suite 702
Nashville, TN 37219
Telephone Number: (615) 726-8227
Fax Number: (615) 244-0057

D.26. 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 any 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, and 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 grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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.27. Records Access. The funding authorities, including Metro, OCJP, the U.S. Department of Justice the Comptroller General of the United States, or any of their duly- authorized representatives, may have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.

D. 28. Service/ Time Records. Service and time records should include at a minimum:

a. Hours and dates worked on the project for each professional service contract position/ staff person.
b. A description of services performed for each professional service contract position/ staff person; and
c. Records of actual supplies used and/ or operating expenses incurred that are allowable under the subcontract.

D.29. Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.

D.30. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

D.31 Intellectual Property. 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 and full right and opportunity to conduct the Grantee's own defense thereof, however, the failure of the State to give such notice shall only relieve the 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 Tennessee Code Annotated § 8-6-106.

D. 32. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No Grantee under this subcontract or subaward or entity that receives any funds under this agreement, 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 the law) of waste, fraud, and 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 the 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 subaward or contract, the Grantee

   a. Represents that it neither requires not 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 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 Grantee does or is authorized to make further subawards or contracts under this subaward,

   a. It represents that:

      (1) It has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements form 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 subgrantee, 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. <u>SPECIAL TERMS AND CONDITIONS:</u>

E.1. <u>Effective Date</u>. This Agreement shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

METROPOLITAN NASHVILLE POLICE DEPARTMENT:

Chief Steve Anderson

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

ATTEST:

Metropolitan Clerk

TENNESSEE ASSOCIATION OF CHIEFS OF POLICE:

By: Margaret M. Duncan

Title: Ex. Director

Margaret M. Duncan

Sworn to and subscribed to before me, a Notary Public, on this day 20th of August, 2018.

NOTARY PUBLIC:

My commission expires on September 25, 2021

MARKQUETA A FLOURNOY NOTARY PUBLIC TENNESSEE EXPIRES Sep 25, 2021 WILLIAMSON COUNTY