



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> May 1, 2019	<b>End Date</b> April 30, 2020	<b>Agency Tracking #</b> 30501-01320-01	<b>Edison ID</b> 62102
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<b>Grantee Legal Entity Name</b> Metropolitan Government of Nashville & Davidson County/Davidson County Election Commission	<b>Edison Vendor ID</b> 4
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<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA # 90.404</b>  <b>Grantee's fiscal year end June 30,2019</b>
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**Service Caption (one line only)**  
Acquire Voting Systems with funds appropriated under the Consolidated Appropriations Act of 2018

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY19	89,000.00	1,691,000.00			1,780,000.00
<b>TOTAL:</b>	<b>89,000.00</b>	<b>1,691,000.00</b>			<b>1,780,000.00</b>

<b>Grantee Selection Process Summary</b>	
<input type="checkbox"/> Competitive Selection	
<input checked="" type="checkbox"/> Non-competitive Selection	Voting systems used in Tennessee are certified by the State Election Commission, Coordinator of Elections, and EAC. Upgrades are based on need.

**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*

[Signature]

<b>Speed Chart (optional)</b> SS00000531	<b>Account Code (optional)</b>
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF STATE, DIVISION OF ELECTIONS  
AND  
METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY/DAVIDSON COUNTY  
ELECTION COMMISSION**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of State, Division of Elections, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville & Davidson County/Davidson County Election Commission, hereinafter referred to as the "Grantee," is for the provision of Acquiring Voting Systems with funds appropriated under the Consolidated Appropriations Act of 2018, 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 will use funds to acquire voting systems certified by the Election Assistance Commission to at least the 2005 Voluntary Voting System Guidelines (VVSG), and pursuant to T.C.A. § 2-9-110, certified by the Coordinator of Elections and the State Election Commission for use in all elections in the state. These systems will be used in Election Day polling places, early voting locations, and for absentee balloting. As a result of this grant, the county election commission will be able to process voters with voting systems certified to federal certification guidelines and shall be able to process any voter with a disability that appears at each voting location. In accordance with the intent of the Consolidated Appropriations Act of 2018, the Grantee may only use these funds to acquire a voting system that utilizes a voter verified paper record. Counties will be required to submit an invoice, proof of payment, and serial numbers of items purchased to the state election office to ensure compliance and accountability.
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on May 1, 2019 ("Effective Date") and extend for a period of 12 months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one million, one hundred seventy-eight thousand dollars (\$1,780,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 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:

Andrew Dodd, HAVA Attorney  
Tennessee Division of Elections  
Office of Tennessee Secretary of State Tre Hargett  
312 Rosa L. Parks Avenue, 7<sup>th</sup> Floor  
Nashville, TN 37243  
Andrew.Dodd@TN.gov  
Telephone # 615-253-4587  
FAX # 615-741-1278

- 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 State, Division of Elections
  - (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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. 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 amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6 a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any

changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:  
The State:

Andrew Dodd, HAVA Attorney  
Tennessee Division of Elections  
Office of Tennessee Secretary of State Tre Hargett  
312 Rosa L. Parks Avenue, 7<sup>th</sup> Floor  
Nashville, TN 37243  
Andrew.Dodd@TN.gov  
Telephone # 615-253-4587  
FAX # 615-741-1278

The Grantee:

Jeff Roberts, Davidson County Administrator of Elections  
Davidson County Election Commission  
1417 Murfreesboro Pike  
P.O. BOX 650  
Nashville, TN 37202  
jeff.roberts@nashville.gov  
Telephone # 615-862-8800  
FAX # 615-862-8810

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 3.

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five 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. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used;
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. 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](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.

**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. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.3. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
  - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a 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 Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**DAVIDSON COUNTY GOVERNMENT:**

---

**GRANTEE SIGNATURE**

**DATE**

**DAVID BRILEY, MAYOR**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF STATE, DIVISION OF ELECTIONS**

---

**MARK GOINS, COORDINATOR OF ELECTIONS**

**DATE**

---

DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE

---

TRE HARGETT, SECRETARY OF STATE

DATE

*TH*

ADDITIONAL SIGNATURE PAGE  
FOR  
GRANT NO. 30501-01320-01

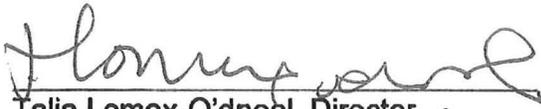
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

  
Electrical Department

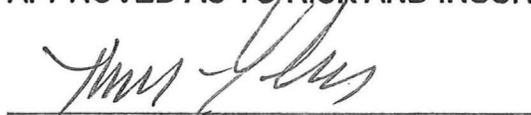
5/17/19  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

  
Talía Lomax-O'dneal, Director  
Department of Finance

5-17-19  
Date

APPROVED AS TO RISK AND INSURANCE:

  
Director of Risk Management Services

5-17-19  
Date

APPROVED AS TO FORM AND  
LEGALITY:

  
Metropolitan Attorney

5/17/19  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville & Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	TN18101001
Federal award date	March 23, 2018
CFDA number and name	90.404 2018 HAVA Election Security Grant
Grant contract's begin date	May 1, 2019
Grant contract's end date	April 30, 2020
Amount of federal funds obligated by this grant contract	\$1,691,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,565,418
Name of federal awarding agency	U.S. Election Assistance Commission
Name and contact information for the federal awarding official	Mark W. Abbott, Grants Director Election Assistance Commission 1335 East West Highway, Suite 4300 Silver Spring, MD 20910 Telephone: 301-563-3919
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



**ATTACHMENT 2**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SUPPLIES</b>	<b>AMOUNT</b>
Optical Scan Ballot Systems (Certified to EAC's 2005 or later VVSG) 788 ExpressVote Units (\$2,981.00/each) - \$2,349,028.00	\$981,020.86
Accessory Items For Optical Scan Ballot Systems 144 Quad Express Carts (\$2,625.00/each) - \$378,000.00 77 Dual Express Carts (\$1,992.00/each) - \$153,384.00	\$221,921.06
Miscellaneous Shipping and Handling - \$42,250.00	\$17,644.80
<b>TOTAL</b>	<b>\$1,220,586.72</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Optical Scan Ballot Systems (Certified to EAC's 2005 VVSG) 250 Model DS200 Scanners (\$5,358.00/each) - \$1,339,500.00	\$559,413.28
<b>TOTAL</b>	<b>\$559,413.28</b>
<b>GRANT TOTAL</b>	<b>\$1,780,000.00</b>

**FUNDING NOTE:** Davidson County is purchasing its voting system with a combination of this grant (\$1,780,000.00) and county funds. Pursuant to federal guidance, this purchase will be valued collectively as a voting system. The line-items on this page have been calculated to reflect this grant as 41.76% of the initial voting system purchase in FY19 of \$4,262,162.00.

**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 Davidson County Election Commission a parent?  Yes  No

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

Is Davidson County Election Commission 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  
3<sup>rd</sup> 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: \_\_\_\_\_

**Office of the Secretary of State**  
Tennessee Division of Elections  
2019-2020 Voting Systems Grants

**Certification of Indirect Cost**

**Definition:** An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Check one of the following options regarding indirect costs as part of your grant award.

- The Grantee has a Federally negotiated rate for indirect cost, which is \_\_\_\_\_%.  
*Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.*
- The Grantee requests that 10% of their grant award be allocated for indirect costs.
- The Grantee requests that 0% of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of voting systems.

---

**Signature of Authorizing Authority**

**Date**

---

**Printed Name of Authorizing Authority**

---

**Title of Authorizing Authority**

**RESOLUTION NO. RS2019-\_\_\_\_**

**A resolution honoring the life, legacy, and public service of  
Metropolitan Trustee Charles Edward ("Charlie") Cardwell.**

WHEREAS, on May 13, 2019, Charles Edward ("Charlie") Cardwell -- a beloved public servant and long-serving Metropolitan Trustee -- passed away following a brief illness at the age of 83; and

WHEREAS, Mr. Cardwell was born on January 21, 1936 to Charles Estel ("Snooks") Cardwell and Naomi Odell Cantrell Cardwell -- both public servants and small business owners in Nashville. Mr. Cardwell's father served as a policeman, then detective, and later as a Councilman and grocery store owner. His mother ran the grocery store, advocated for her community, and raised the couple's four children, all of whom -- including Mr. Cardwell and his siblings Paul, Donnie, and Peggy -- eventually dedicated their lives and careers to Nashville; and

WHEREAS, Mr. Cardwell served his country honorably in the United States Navy as a Navy Hospital Corpsman. Later, he attended David Lipscomb College and the University of Tennessee, Nashville where he studied accounting and eventually became a Certified Public Administrator. In 1958, Mr. Cardwell began working for the city of Nashville as a Junior Accountant. He then served the newly-formed Metropolitan Government of Nashville and Davidson County as Auditor (1963-68), Assistant Chief Accountant (1968-74), Chief Accountant (1974-81), and eventually as Director of Finance (1981-88). In 1988, Mr. Cardwell served as Commissioner of Revenue for the State of Tennessee; and

WHEREAS, in 1993, Mr. Cardwell was appointed Metropolitan Trustee for Davidson County -- a position to which he was repeatedly re-elected by a grateful public no less than six times in 1998, 2002, 2006, 2010, 2014, and 2018. He maintained this office for over 25 years; and

WHEREAS, Mr. Cardwell's devotion to Nashville and Davidson County was rivaled only by his deep and abiding devotion to his wife, Anna Marie Dorris, whom he married in 1958. The two remained blissfully united for 60 years before Mrs. Cardwell's untimely death on March 1, 2019 -- just two months prior to Mr. Cardwell's own passing. She was his partner in life, his biggest fan, and most ardent supporter. Together, they raised two children -- Charles Jeffrey Cardwell and Christie Marie Cardwell White -- and five grandchildren: Abigail, Alex, Amelia, Ethan and Haden; and

WHEREAS, as a consummate public servant, Mr. Cardwell was widely regarded for his humility, honesty, kindness, and a dedication to public service that endeared him to all. His departure from the Office of the Trustee will be deeply felt by countless members of the public and his family of fellow Metropolitan Government employees who so largely benefitted from his professionalism and thoughtful guidance; and

WHEREAS, throughout his life, Mr. Cardwell was also engaged in a wide variety of civic and professional organizations, boards, and commissions, through which he further served his community. His memberships included the Governmental Finance Officers' Association, the Association of Governmental Accountants, the National League of Cities, the Greater Nashville Regional Council, Middle Tennessee Trustees' Association, Leadership Nashville, the County Officials Association of Tennessee, the Tennessee Trustees' Association, the United Way Cabinet, the Senior Citizens Board President, the American Heart Association, the County Officials Association of TN Board, the Rotary Club Executive Board, the Boys' and Girls' Club Board, the Boy Scouts of America, and the Bethlehem Centers of Nashville Board. Mr. Cardwell was also active as a 32<sup>nd</sup> Degree Mason, as well as with Al Menah Temple and the Nashville Rotary Club; and

WHEREAS, throughout his illustrious career, the accolades and awards bestowed upon Mr. Cardwell numbered too many to thoroughly recite, but included the Outstanding County Official Award -- County Officials Association of Tennessee (1998); the Good Guy Award, Nashville Women's Political Caucus (1999); SAGE Award, Council on Aging (2001); Salute to Excellence -- the KraftCPAs Board Member of the Year

Award (2002); Tennessee's Outstanding Trustee by the County Officials Association of Tennessee (1998 and 2003); Boys & Girls Clubs Lifetime Achievement Award (2005); and Crowning Achievement Award, Senior Citizens, Inc. (2005) Service to Youth Gold Medallion, Boys & Girls Clubs of Middle Tennessee (1999); Harriett Foley Board Leadership Award, Senior Citizens, Inc.; and Staff Champion Award, Senior Citizens, Inc.; and

WHEREAS, it is therefore fitting and proper that the Metropolitan Council honor the life, legacy, and public service of Charles Edward Cardwell and express its sincere gratitude and condolences to his family.

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

Section 1. The Metropolitan Council hereby goes on record as honoring the life, legacy, and public service of Metropolitan Trustee Charles Edward ("Charlie") Cardwell.

Section 2. The Metropolitan Council Office is directed to prepare a copy of this Resolution to be presented to the family of Mr. Cardwell.

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

INTRODUCED BY:

---

Kathleen Murphy

---

Freddie O'Connell  
Members of Council

Resolution No. \_\_\_\_\_

A resolution accepting a grant from the Tennessee Highland Rim Healthcare Coalition to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Office of Emergency Management, to fund the purchase of portable emergency lighting for large scale events.

WHEREAS, the Tennessee Highland Rim Healthcare Coalition has awarded a grant in an amount not to exceed \$720.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Office of Emergency Management, to fund the purchase of portable emergency lighting for large scale events; and,

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

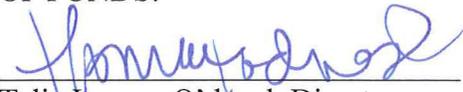
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the Tennessee Highland Rim Healthcare Coalition, in an amount not to exceed \$720.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Office of Emergency Management, to fund the purchase of portable emergency lighting for large scale events, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Nashville Office of Emergency Management 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:

  
\_\_\_\_\_  
Talia Lomax-O'dneal, Director  
Department of Finance

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Assistant Metropolitan Attorney



Tennessee  
Highland Rim  
Health Care  
Coalition

Jeffrey Mangrum – Chair  
Fredrick Smith – Vice Chair  
David Wheeler – Treasurer  
Lindsay Castaño – Secretary

May 8, 2019

Dear Heidi Mariscal,

The Tennessee Highland Rim Health Care Coalition Executive Board has reviewed your 2018-2019 project requests and is pleased to inform you that your submission has been approved for the following:

**1. Portable Emergency Lighting for \$720**

The Coalition requests that you begin procurement of these items within four weeks from the date of this letter. If for any reason you are unable to procure these items please provide notice to the Coalition as soon as possible.

All purchases should be completed, paid, and received no later than May 30, 2019.

If you fail to initiate procurement within four weeks or are unable to complete procurement by the deadline, these funds will be forfeited and are subject to re-allocation by the Coalition Executive Board.

Please remember that all items procured through the Coalition are intended to support the region and may be called upon for use in other areas should the need arise.

Please submit all invoices or reimbursement requests to [tabitha.finney@tn.gov](mailto:tabitha.finney@tn.gov) and [james.tabor@nashville.gov](mailto:james.tabor@nashville.gov) for payment. Payments will be administered by the Tennessee Hospital Association.

If you have any questions, concerns, or need assistance please contact [tabitha.finney@tn.gov](mailto:tabitha.finney@tn.gov) or [james.tabor@nashville.gov](mailto:james.tabor@nashville.gov).

Thank you for your continued support of the TNHRHCC preparedness mission and building a stronger resiliency in our health care community.

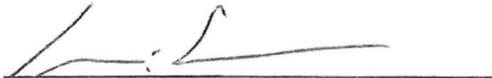
Sincerely,

Executive Board  
Tennessee Highland Rim Health Care Coalition

**SIGNATURE PAGE  
FOR  
Tennessee Highland Rim Grant A**

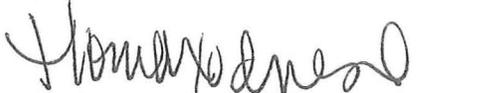
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

  
Office of Emergency Management

5-10-19  
Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

  
Talia Lomax-O'dneal, Director  
Department of Finance *lc*

5-13-19  
Date

**APPROVED AS TO RISK AND INSURANCE:**

  
Director of Risk Management Services

5/15/19  
Date

**APPROVED AS TO FORM AND  
LEGALITY:**

  
Metropolitan Attorney

5/15/19  
Date

**FILED:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

**SUBSTITUTE ORDINANCE NO. BL2019-1643**

**An ordinance requiring all existing culverts, inlets, storm drains, and ditches within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy to be upgraded, retro-fitted and/or constructed to current Storm Water Maintenance Management Manual Standards by January 1, 2025.**

WHEREAS, the Metropolitan Nashville – Davidson County Stormwater Management Manual, as currently applied, was adopted in February of 2016; and

WHEREAS, Chapter 6 of the Metropolitan Nashville – Davidson County Stormwater Management Manual, labeled "Technical Guidelines and Criteria", provides current dimension specifications and other regulatory provisions for stormwater infrastructure, including culverts, inlets and storm drains; and

WHEREAS, stormwater infrastructure in many rural and suburban neighborhood portions of the General Services District -- most notably those areas within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy -- has failed to keep pace with competing demands of development and stormwater management; and

WHEREAS, while capital budget funding must be allocated across multiple competing priorities, the stormwater infrastructure needs of Nashville's rural and suburban areas have been neglected for decades and must be rectified.

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

Section 1. On or before January 1, 2025, all existing culverts, inlets, storm drains, and ditches within the T2- Rural Neighborhood Policy and T3- Suburban Neighborhood Policy shall be upgraded, retro-fitted, and/or constructed to the specifications and standards set forth within the current Storm Water Maintenance Management Manual Standards, as adopted February 2016.

Section 2. Be it further enacted, that this ordinance take effect immediately after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

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Jonathan Hall  
Member of Council

ORDINANCE NO. BL2019-\_\_\_\_\_

An ordinance adopting the 2019-2020 through 2024-2025 Capital Improvements Budget for The Metropolitan Government of Nashville and Davidson County as the official Capital Improvements Budget of The Metropolitan Government of Nashville and Davidson County for Fiscal Year 2019-2020.

WHEREAS, Section 6.13 of the Charter of The Metropolitan Government of Nashville and Davidson County provides for the preparation and establishment of a capital improvements budget for the Metropolitan Government including a program of proposed capital expenditures for the ensuing fiscal year and the next five fiscal years thereafter; and,

WHEREAS, the various departments, boards, commissions and agencies of the Metropolitan Government have submitted their capital improvement project requests; and,

WHEREAS, the Metropolitan Planning Commission, in accordance with Section 11.504(k) of the Metropolitan Charter, has reviewed the capital improvement project requests and, upon evaluating the overall needs of the community, has recommended to the Mayor a Capital Improvements Budget for fiscal year 2019-2020 including a program of proposed expenditures for the ensuing five (5) years; and,

WHEREAS, the Mayor and the Director of Finance have reviewed the capital improvement project requests and recommended program of proposed expenditures and have established a priority of undertaking and financing the capital improvement projects; and,

WHEREAS, it is determined that this Capital Improvements Budget and Program represents an appropriate evaluation of the needs of The Metropolitan Government of Nashville and Davidson County and a systematic and orderly framework within which to provide for them; and,

WHEREAS, these findings and recommendations have been bound into a report entitled, "2019-2020 to 2024-2025 Capital Improvements Budget"; and,

WHEREAS, two (2) copies of said report are on file in the office of the Metropolitan Clerk.

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

Section 1. That the recommended program contained in the 2019-2020 to 2024-2025 Capital Improvements Budget is hereby adopted as the official Capital Improvements Budget of The Metropolitan Government of Nashville and Davidson County for fiscal year 2019-2020.

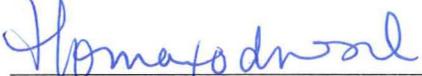
Section 2. That there shall be no authorization for expenditure of funds for the construction of any building, structure, work, or improvement, unless such project is included in and in conformance with the adopted 2019-2020 to 2024-2025 Capital Improvements Budget, except to meet a public emergency threatening the lives, health, or property of the inhabitants, when passed by two-thirds vote of the membership of Council.

Section 3. That no fund shall be encumbered nor expended for a capital improvements project unless such project is included in and in conformance with the adopted 2019-2020 to 2024-2025 Capital Improvements Budget.

Section 4. That this Capital Improvements Budget may be amended by resolution at any time during the year to add a capital improvements project to the 2019-2020 to 2024-2025 Capital Improvements Budget, when adopted by two-thirds vote of the membership of the Council.

Section 5. That this ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it, but that the Capital Improvements Budget and Program of The Metropolitan Government of Nashville and Davidson County for fiscal year 2019-2020 shall not take effect until July 1, 2019.

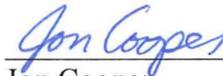
APPROVED AS TO FINANCIAL  
MATTERS:

  
\_\_\_\_\_  
Talia Lomax-O'dneal  
Director of Finance

INTRODUCED BY:

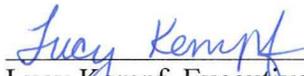
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APPROVED AS TO FORM AND  
LEGALITY:

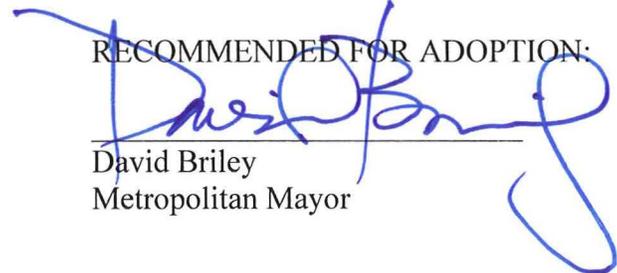
  
\_\_\_\_\_  
Jon Cooper  
Director of Law

\_\_\_\_\_  
Member(s) of Council

RECOMMENDED FOR ADOPTION:

  
\_\_\_\_\_  
Lucy Kempf, Executive Director  
Metropolitan Planning Commission

RECOMMENDED FOR ADOPTION:

  
\_\_\_\_\_  
David Briley  
Metropolitan Mayor



AMENDMENT NO. \_\_\_\_\_  
TO  
SUBSTITUTE ORDINANCE NO. BL2019-1518

Mr. President –

I move to amend Substitute Ordinance No. BL2019-1518 as follows:

I. By amending Section 5 by deleting it in its entirety and substituting therefore the following:

Section 5. That Section 6.81.100 of the Metropolitan Code of Laws shall be amended by deleting it in its entirety and replacing it with the following language:

“6.81.100 Vehicle Requirements and Damages

Vehicles being used by operators to assist in the operation of a vehicle immobilization service must display on each side, in plain view, the name of the vehicle immobilization service, and the telephone number of the vehicle immobilization service. If the vehicle immobilization service relies upon a third party, such as a call center or local vendor, to answer telephone calls, the telephone numbers of all such third parties must also be displayed. The lettering shall be in a contrasting color to the color of the vehicle, or if a vehicle magnet is used, the lettering shall be in a contrasting color to the color of the magnet. The lettering shall be at least 1.5 inches in height.

A vehicle immobilization service must maintain a 24-hour a day, 365 days per year phone number that is staffed by a live operator to communicate immediately with a driver of a vehicle that has been immobilized by the vehicle immobilization service.

In the event that the application of a vehicle immobilization device damages a vehicle, then the vehicle immobilization service or operator must pay the cost of repairs for that damage.

It shall be unlawful for either a vehicle immobilization service or an operator to immobilize vehicles at any off-street parking facility, vacant lot, or other private property without having a valid written contract specifically for such services entered into with the private property owner, lawful lessee, managing agent or other person in control of the property.”

II. By amending Section 9 by deleting it in its entirety and substituting therefore the following:

Section 9. That Section 6.81.170 of the Metropolitan Code of Laws shall be amended by deleting section E and replacing it with the following language:

“To fail to respond and arrive to a booted vehicle to remove the boot within the lesser of one hour of being contacted by the owner or operator or within 10 minutes of the estimated time required for arrival as posted on the permanently affixed sign; or to fail to remove the boot within 15 minutes after full boot removal payment has been received.

III. By amending Section 11 by deleting it in its entirety and substituting therefore the following:

Section 11. That Section 6.81.180(a) of the Metropolitan Code of Laws shall be amended by deleting it in its entirety and replacing it with the following language: