

Resolution No. RS2019-1890

A resolution accepting a Project Safe Neighborhoods (PSN) grant from the State of Tennessee, Department of Finance and Administration, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to create and foster safer neighborhoods through a sustained reduction in violent crime.

WHEREAS, the State of Tennessee, Department of Finance and Administration, has awarded a grant in an amount not to exceed \$287,436.00 with no cash match required to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to create and foster safer neighborhoods through a sustained reduction in violent crime; and,

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

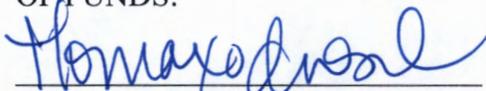
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Project Safe Neighborhoods (PSN) grant by and between the State of Tennessee, Department of Finance and Administration, in an amount not to exceed \$287,436.00, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to create and foster safer neighborhoods through a sustained reduction in violent crime, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Police Department 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:

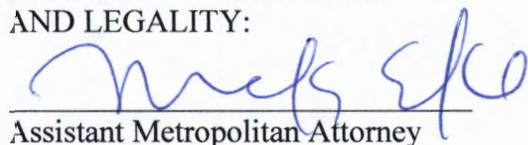


Talia Lomax-O'dneal,
Department of Finance

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:



Assistant Metropolitan Attorney

Electronic Signature Page

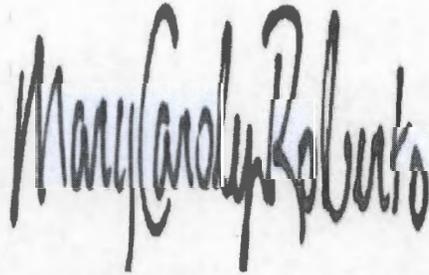
(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Tanaka Vercher

Tanaka Vercher
Councilmember, District 28

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Mary Carolyn Roberts". The signature is written in a cursive, flowing style.

Mary Carolyn Roberts
Councilmember, District 20



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 10/1/2019	End Date 6/30/2021	Agency Tracking # 31701-63022	Edison ID 63888		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 4		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 16.609 Grantee's fiscal year end June 30			
Service Caption (one line only) PSN, Project Safe Neighborhoods					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020		\$143,704.00			\$143,704.00
2021		\$143,732.00			\$143,732.00
TOTAL:		\$287,436.00			\$287,436.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Utilized competitive review process pursuant to Project Safe Neighborhood fund source requirements.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) FA00003166		Account Code (optional) City - 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of the reduction of violent crime by administering the Project Safe Neighborhoods funds, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> and in any correspondence from the Office of Criminal Justice Programs (OCJP).
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. Project Safe Neighborhoods (PSN) is designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and the felonious possession and use of firearms. The program's effectiveness depends upon the ongoing coordination, cooperation, and partnerships of local, state, tribal, and federal law enforcement agencies-and the communities they serve-engaged in a unified approach led by the U.S. Attorney Office (USAO) in all 94 districts. Acting decisively in a coordinated manner at all levels-federal, state, local, and tribal-will help reverse a rise in violent crime and keep American citizens safe. PSN provides the critical funding, resources, and training for law enforcement, prosecutors, and their PSN teams to combat violent crime and make their communities safer through a comprehensive approach to public safety that marries targeted law enforcement efforts with community engagement, prevention, and reentry efforts.

With PSN, each USAO is responsible for establishing a collaborative PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime. Through the PSN team (referred to as the "PSN task force"), each district will implement the five design features of PSN-leadership, partnership, targeted and prioritized enforcement, prevention, and accountability-to address violent crime in their respective districts.

- a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports. The data should show an improvement in the criminal justice system in that jurisdiction.
 - b. The Grantee is responsible for quarterly and annual reporting on their projects to OCJP using the report forms available for their particular project.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 10/1/2019 ("Effective Date") and extend for a period of Twenty One (21) 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 Two Hundred Eighty Seven Thousand Four Hundred Thirty Six Dollars (\$287,436.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2020, and Attachment A-1 for fiscal year 2021 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget-funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jason Smith, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Jason.J.Smith@tn.gov
 Telephone # 6157414417

The Grantee:

Carol Harp, Director of Police Behavioral Health Services
 Metropolitan Nashville Police Department
 600 Murfreesboro Pike P.O. Box 196399
 Nashville, Tennessee 372196399
 Email carol.harp@nashville.gov
 Telephone # (615) 862-7887

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

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—300.326 when procuring property and services under a federal award.

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

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

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

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-id.x?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. 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 T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

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

E.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.

E.4. Transfer of Grantee's Obligations.

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

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION

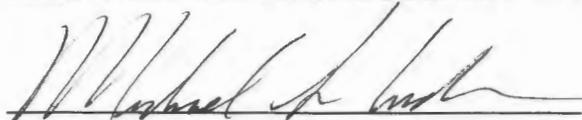
STUART C. MCWHORTER, COMMISSIONER

DATE

**SIGNATURE PAGE
FOR
2020 PSN Middle Grant**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

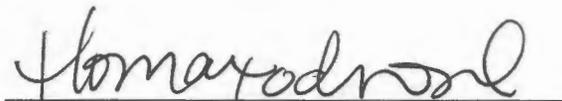


Steve Anderson
Chief of Police

8-8-19

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

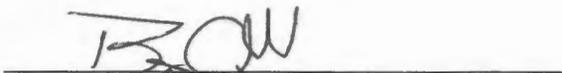


Talia Lomax-O'dneal, Director
Department of Finance

08-09-19

Date

APPROVED AS TO RISK AND INSURANCE:

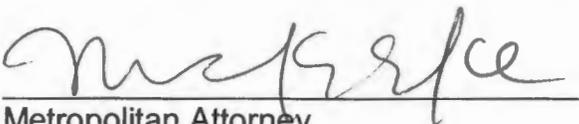


Director of Insurance

8/9/19

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

8/9/19

Date

David Briley
Metropolitan Mayor

Date _____

ATTEST:

Metropolitan Clerk

Date

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE PSN
OCJP JAG Priority Area

Required Information on Authorizing Agency:		Implementing Agency:	
Name: Metropolitan Government of Nashville and Davidson		Name: Metropolitan Nashville Police Department	
Federal ID Number (FEIN): 62-0694743		Address: 600 Murfreesboro Pike	
DUNS Number: 078217668		P.O. Box 196399	
SAM Expiration Date: 2/20/2020		Nashville, TN 37219-6399	
Fiscal Year End Date: June 30			
Will You Have Any Subcontracts? No			
Project Title: FY18 Project Safe Neighborhood			
Contract Start Date: 10/1/2019		Contract End Date: 6/30/2021	
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
David Briley, Mayor		(615) 862-6000	David.Briley@nashville.gov
1 Public Square		EXT:	
Suite 100			
Nashville, 37201-1646			
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Carol Harp, Director of Police Behav		(615) 862-7887	carol.harp@nashville.gov
600 Murfreesboro Pike		EXT:	
P.O. Box 196399			
Nashville, 372196399			
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Samir Mehic, Director		(615) 862-7363	samir.mehic@nashville.gov
600 Murfreesboro Pike		EXT:	
P.O. Box 196399			
Nashville, 372196399			
County/Counties Served (Type ALL if Statewide):			
Davidson			
U.S. Congressional District(s): 5			

Scope of Services/Project Narrative

PSN Middle

Implementing Agency: Metropolitan Nashville Police Department

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

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

Gun Violence has impacted the citizens of Nashville and their quality of life over the last several years.

2014 was a year where we had the fewest homicides in years (approximately 48) but that total rose to well over 100 in 2017. It decreased slightly to 89 in 2018.

In 2015 we began using and tracking NIBIN (National Integrated Ballistic Information Network) data to combat the increase in gun violence. NIBIN utilizes forensic linkages of cartridge casings as leads between related shooting incidents.

In tracking this data we see extremely high rates of linked gun crime scenes in multiple zones located within the enforcement areas listed below.

Project zones and NIBIN related incident numbers are: 111 = 44, 211 = 69, 221 = 67, 321 = 67, 325 = 58, 335 = 58, 511 = 115, 611 = 91, 613 = 117, 615 = 62, 621 = 75, 623 = 72, and 721 = 105.

These NIBIN related incidents include robberies, shootings of people where victims survived, residential damage, and homicides.

Across the county, robberies, shootings, damage to property, and homicides account for 54% of all of the NIBIN associated incidents.

An increase in focus on these NIBIN related investigative leads and the intelligence derived from the data would enable the department to interrupt these shooting cycles, focus investigative efforts on suspects willing to pull the trigger, decrease gun related violence and increase the quality of life for the citizens in these areas most affected.

The additional deterrent of having a greater number of these cases receive enhanced prosecution where penalties are more substantial provides even greater impact on the MNPDP's ability to effectively reduce these types of violent crimes.

ELIGIBILITY

Eligible subrecipients are limited to local law enforcement agencies whose primary jurisdiction falls within the United States District Court for the Middle District of Tennessee. Applications shall be limited to only those agencies whose enforcement area within the middle district include territory within zip-codes that have been

identified by the Project Safe Neighborhood (PSN) committee as target areas due to the high statistical prevalence of violent gun-related crimes.

The zip-codes identified as project target areas are: 37207, 37218, 37208, 37076, 37115, 37206, 37216, 37211, 37217, and 37210.

Does your agency's enforcement area include the following zip-codes: 37207, 37218, 37208, 37076, 37115, 37206, 37216, 37211, 37217, and 37210?

Yes, all of the above listed zip codes fall within the jurisdictional boundaries of the MNPd.

PURPOSE

This section should include goals and objectives of the project.

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

Using NIBIN leads is an effective way to deal with gun crime within a community. This project will enable the department to institutionalize the use and training related to NIBIN leads provided by our crime lab which will keep gun related violence to a sustained minimum.

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

Objective 1: Enhance the ability of the established Crime Gun Unit working with ATF partners to follow-up and investigate NIBIN related incidents that can be prosecuted at the state and federal level.

Objective 2: Provide additional training and opportunities to the precinct level investigators to follow-up on NIBIN related leads.

Objective 3: Use the ATF E-trace program to investigate suspicious firearm purchases by prioritizing firearms seized and linked to NIBIN related incidents over other non-linked seized firearms.

ACTIVITIES

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

Objective 1: Overtime will be allotted to the members of the Crime Gun Unit to create additional opportunities for Unit detectives to analyze NIBIN data as assistance to the precinct and gain additional investigative leads for cases led by the Crime Gun Unit.

- **Activities – Overtime used for investigative follow-up of NIBIN leads**

Objective 2: Overtime will be allotted to specifically chosen detectives at the precinct to follow-up on NIBIN leads after completing a 4 hour block of training conducted by Crime Gun Unit personnel which will provide a clear understanding of how to investigate NIBIN leads and familiarity of the minimum investigative follow-up actions to be completed for each lead.

- **Activities – Overtime to be used by precinct investigators for investigative follow-up after completing training with SID CGU personnel.**

Objective 3: Investigative follow-up for suspicious firearm traces that are associated to NIBIN related incidents. This follow-up investigation will be contained to firearms not reported stolen, with low time to crime rates [less than 2 years] and that are forensically linked to NIBIN related incidents.

Activities - Interviews to be conducted of firearms purchasers meeting these criteria and evaluated for potential prosecution of fraud or “straw purchasing”.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

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

Activity/ Output	Position of Person Completing	Due Date for Completion
NIBIN lead training for Investigators	Crime Gun Unit Supervisor / Detective	within 45 days of grant award
Establish min investigative standards for NIBIN follow-up	Crime Gun Unit Supervisor	within 30 days of grant award
NIBIN lead follow-up	MNPD investgators (CGU and Precinct)	minimum standard lead investigations to be completed within 10 working days

INPUTS

This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. For example, an after school program would need to have an evidence based program and appropriate referrals from an outside resource to be able to execute the project effectively. Provide a brief description of grant funded position’s responsibilities.

Include special degrees, educational requirements or experience which are requirements of the grant-funded positions. In addition to this grant, what other resources are being offered by your agency? Outline the organizational structure including all who work with the project regardless of whether or not their salaries are grant funded. To what extent would this grant affect the overall project budget? Would this grant fund the entire project or are there other resources that would be leveraged to benefit this project? Give some detail.

Training provided to the select investigators using grant funds will be required. All investigators will be POST certified police officers assigned to investigative units within the Metro Nashville Police Department with jurisdiction over the affected areas. The training will be provided by Crime Gun Unit personnel already conducting investigations into NIBIN related incidents in conjunction with our ATF partners.

These types of investigations are already occurring and this grant will give the opportunity to investigate NIBIN related incidents that may be currently "filed" cases or cases suspended prior to the forensic linkage being established.

Personnel dedicated to the use of these funds for NIBIN investigations will be:

- 6 Detectives (Police Officer II) assigned to the SID Crime Gun Unit
- 1 Sergeant assigned to the SID Crime Gun Unit to oversee administered funds and investigative follow-up.
- 8 Detectives (Police Officer II) assigned to the Patrol Precincts (1 detective from each precinct)
- 1 Lieutenant assigned to the Specialized Investigations Division

DATA COLLECTION PROCEDURE

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

The Sergeant assigned to the SID Crime Gun Unit will consistently collect and maintain the data related to actions using grant funds. The data collected will record the statistical measures listed below in the intended outputs section along with case tracking involving the following:

- o Which specific NIBIN cases were investigated using grant funds
- o Date of NIBIN assignments made along with data case is closed / completed
- o Assigned case detective

Checklist of minimum requirements for each NIBIN related incident investigative follow-up will be required with each completed requirement having sufficient documentation of completion along with statistical data section that captures the below statistical data at a minimum.

COLLABORATION ACTIVITIES (REQUIRED)

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

The MNPd personnel assigned to these investigations will work alongside of our ATF and FBI partners along with the Federal and State prosecutors to evaluate investigative progress and the most appropriate prosecution strategies. Currently we have 2 ATF agents, an assistant US Attorney, and an assistant District Attorney assigned to work and consult in these investigations.

INTENDED OUTPUTS (Products)

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

•**Statistical outputs that will be measured and compiled will be:**

- o Number of Interviews for each incident completed
- o Number of arrests made in association with each NIBIN related incident.
- o Number of cases cleared by exception as defined by TIBRS (to be provided if needed).
- o Number of firearms seized during investigation.
- o Number of firearms traffickers identified and prosecuted.
- o Number of search warrants executed as a result of investigation.

INTENDED OUTCOMES (Results)

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

- Reduction in year over year homicides by 5% the calendar year 2019 and 10% for calendar year 2020.
- Reduction in aggravated assaults where someone is actually shot by 10% within a year and sustained or lowered in the year that follows.
- Identification and Prosecution of 2 illegal gun traffickers for each of the next 2 years.

PROJECT SUMMARY (Mandatory)

Applicants must provide a project summary that includes the applicant's name, title of project, the goals of the project, type of programs to be implemented, a **brief** description of strategies to be used, major deliverables, and coordination plans. The project summary must not exceed one-half page, or 400-500 words.

Title of Project: MNPD Enhanced Gun Crime Reduction

The goals of the project are to reduce gun related violence in Nashville with specific goals of a 5% to 10% reduction in homicides, 10% reduction in injuries from shootings, and the successful identification and prosecution of 4 illegal gun traffickers in the next 2 years. We will implement intense follow-up investigation and prosecution of subjects using firearms by utilizing NIBIN leads and the ATF E-trace program combined with federal and state prosecutions in coordination with our federal law enforcement partners. The strategy to be used will involve investigators following leads provided by forensic linkages of crime scenes provided by the NIBIN program and E-trace to

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 6)**

identify and prosecute the offenders of illegal use and trafficking. We will work directly with ATF and FBI personnel to identify, locate and prosecute the offenders while determining the best strategies for prosecution in coordination with our federal and state prosecutors.

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

GRANT BUDGET				
AGENCY NAME: Metropolitan Nashville Police Department				
FUND SOURCE: FY2020 PSN Middle				
SOLICITATION NUMBER: 16.609 Middle Tennessee Project Safe Neighborhoods				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: October 1, 2019	END: June 30, 2020	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$143,704.00	\$0.00	\$143,704.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$143,704.00	\$0.00	\$143,704.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*.
(posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/03/Appendix J Policy 03 Report](https://www.tn.gov/content/dam/tn/finance/03/Appendix%20J%20Policy%2003%20Report.pdf).)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metropolitan Nashville Police Department

FUND SOURCE: FY2020 PSN Middle

SOLICITATION NUMBER: 16.609 Middle Tennessee Project Safe Neighborhoods

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Sergeant, Salary and Benefits for Overtime \$ 26184.00, Estimated Time on Project 19%	\$26,184.00
Position 2: Police Officer II, Salary and Benefits for Overtime \$ 23504.00, Estimated Time on Project 22%	\$23,504.00
Position 3: Police Officer II, Salary and Benefits for Overtime \$ 23504.00, Estimated Time on Project 22%	\$23,504.00
Position 4: Police Officer II, Salary and Benefits for Overtime \$ 23504.00, Estimated Time on Project 22%	\$23,504.00
Position 5: Police Officer II, Salary and Benefits for Overtime \$ 23504.00, Estimated Time on Project 22%	\$23,504.00
Position 6: Police Officer II, Salary and Benefits for Overtime \$ 23504.00, Estimated Time on Project 22%	\$23,504.00
TOTAL	\$143,704.00

GRANT BUDGET				
AGENCY NAME: Metropolitan Nashville Police Department				
FUND SOURCE: FY2020 PSN Middle				
SOLICITATION NUMBER: 16.609 Middle Tennessee Project Safe Neighborhoods				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2020 END: June 30, 2021				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes ²	\$143,732.00	\$0.00	\$143,732.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$143,732.00	\$0.00	\$143,732.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: <https://www.tn.gov/content/dam/tn/finance/ocip/Appendix J Policy 03 Report>.)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metropolitan Nashville Police Department

FUND SOURCE: FY2020 PSN Middle

SOLICITATION NUMBER: 16.609 Middle Tennessee Project Safe Neighborhoods

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Sergeant, Salary and Benefits for Overtime \$ 25532.00, Estimated Time on Project 19%	\$25,532.00
Position 2: Police Officer II, Salary and Benefits for Overtime \$ 23640.00, Estimated Time on Project 22%	\$23,640.00
Position 3: Police Officer II, Salary and Benefits for Overtime \$ 23640.00, Estimated Time on Project 22%	\$23,640.00
Position 4: Police Officer II, Salary and Benefits for Overtime \$ 23640.00, Estimated Time on Project 22%	\$23,640.00
Position 5: Police Officer II, Salary and Benefits for Overtime \$ 23640.00, Estimated Time on Project 22%	\$23,640.00
Position 6: Police Officer II, Salary and Benefits for Overtime \$ 23640.00, Estimated Time on Project 22%	\$23,640.00
TOTAL	\$143,732.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	2018-GP-BX-0073
Federal award date	10/2/2018
CFDA number and name	16.609;Project Safe Neighborhood FY 2018 - Middle District
Grant contract's begin date	10/1/2019
Grant contract's end date	6/30/2021
Amount of federal funds obligated by this grant contract	\$287,436.00
Total amount of federal funds obligated to the subrecipient	\$287,436.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$319,393.00
Name of federal awarding agency	Bureau of Justice Assistance
Name and email of the program manager	Jason Smith Jason.J.Smith@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. *The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.*

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

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

Grantee's Edison Vendor ID number: 4

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

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

4

Is Metropolitan Nashville Police Department a child? Yes No

If yes, complete the fields below.

Parent entity's name: METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Parent entity's tax identification number: 62-0694743

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

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

Parent entity's contact information

Name of primary contact person: JAMES STEPHENS

Address: 600 MURFREESBORO PIKE P.O. BOX 196399 NASHVILLE, TN 37219-6399

Phone number: (615) 862-7374

Email address: JAMES.STEPHENS@NASHVILLE.GOV

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