

To: Honorable Mayor Jim Strickland

From: Kristie Hardy, Purchasing Agent

Date: June 23, 2023

Subject: Contract # 40426 - STATE OF TENNESSEE, DEPT OF FINANCE & ADMINISTRATION

Please find attached the above referenced contract for the Mayor's signature. This document requires City Council approval. For those requiring City Council approval, the Resolution evidencing such approval is enclosed.

**Purpose:** FY24: EFLEA FY'23 Grant Awarded funding for overtime of law enforcement during the mass shooting of Sept 7, 2022. Term: Sept 7, 2022-Aug 31, 2023. Comp: \$14,708.

**Type:** New

**Type Amount:** \$

**Financial Commitment:** The total cost for this agreement is \$14,708.00.

**M/WBE Participation Goal:** 0.00%

**M/WBE Participation Commitment:** 0.00%

**SBE-Only Bid:** No

**Contracting Authority:** By Home Rule Amendment 1852, Section 14, BE IT FURTHER ORDAINED, That the power to contract (other than by franchise agreements) shall remain with the Mayor.

After approval, please return all documents to the Purchasing Department for further processing.

Should you have any questions, please advise.

Attachment

WALK-THRU

cc [Signature]

# PURCHASING

## New Contract Agreement Checklist

Division: Police - Grant

Req #: /

RFQ #: /

PO / Contract #: #410426

Name & Date: RS 6/23/23

<b>Negotiated Contract</b>			
	<b>YES</b>	<b>NO</b>	<b>N/A</b>
RFP Required			
Scoring Criteria attached			<input checked="" type="checkbox"/>
Purchasing has original proposals	<input checked="" type="checkbox"/>		
Check award recommendation information	<input checked="" type="checkbox"/>		
Check scope of services	<input checked="" type="checkbox"/>		
Check term of contract/extension clauses	<input checked="" type="checkbox"/>		
Check and enter Not To Exceed amount	<input checked="" type="checkbox"/>		
Check contract amount	<input checked="" type="checkbox"/>		
Check source of funds/POETA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Check insurance requirements	<input checked="" type="checkbox"/>		
Have you received tax exempt ruling letter from IRS or Memphis Shelby County Business Tac Receipt/License	<input checked="" type="checkbox"/>		
Copy of license & establish date - Shelby County 222-3059			<input checked="" type="checkbox"/>
Check Signatures			<input checked="" type="checkbox"/>
Copy of insurance/endorsement to clerk	<input checked="" type="checkbox"/>		
Tabs inserted into packet	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

Term: Sept 7, 2022 - Aug 31, 2023

Estimate /NTE (circle one): \$14,708 total cost

Previous Encum Amt: \_\_\_\_\_

Description for Processing: EFIEA Grant Awarded for overtime of LAW enforcement during the MASS shooting of Sept 7, 2022.

# City of Memphis

TENNESSEE

JIM STRICKLAND  
MAYOR

Reason for Exemption  
DIVISION OF POLICE SERVICES  
Sig./Date: \_\_\_\_\_

*Grant*  
*6-16-23*  
*[Signature]*

## MEMORANDUM

To: Jim Strickland, Mayor  
Via: Chandell Ryan, Chief Operating Officer  
From: Cerelyn J. Davis, Chief of Police *[Signature]*  
Date: May 22, 2023  
Re: **FY2023 Emergency Federal Law Enforcement Assistance (EFLEA)**

Reviewed by OBDC  
 Approved by OBDC  
*[Signature]*  
*[Signature]*

Date

### 1. Statement of Opportunity

The City of Memphis has received a grant award from the State of Tennessee Office of Criminal Justice Programs (OCJP) in the amount of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00) to be used for Overtime of law enforcement during the mass shooting of September 7, 2022.

### 2. Prior City/Division of Police Services Action

The State of Tennessee Office of Criminal Justice Programs (OCJP) has provided supplemental funds to Memphis Police Dept. to address the mass violence incidents previously in 2021.

### 3. EBO Participation

No EBO goal was established upon the original execution of this purchase.

### 4. COO Action

The COO is requested to recommend the Mayor sign the attached.

MPD Finance review/approval *[Signature]*

JUN21 7:59AM

*This was not heard by the goal setting committee*

An official website of the United States government [Here's how you know](#)

Entity Validation Processing [Show Details](#)  
Jun 20, 2023

Planned Maintenance Schedule [Show Details](#)  
Apr 3, 2022



See All Alerts



Sign In

Home Search Data Bank Data Services Help

Search All Words e.g. 1606N020Q02



Please Sign In: You must sign in to your SAM.gov account to search Entities, Responsibility/Qualification and the Disaster Response Registry.

Sign In

Select Domain  
Entity Information



## No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

Search inactive

Go back

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

### Keyword Search

For more information on how to use our keyword search, visit our [help guide](#).

Any Words

All Words

Exact Phrase

e.g. 123456789, Smith Corp

"STATE OF TENNESSEE DEPT OF FINANCE AND ADMINISTRATION"

Entity

Entity Name

STATE OF TENNESSEE DEPT OF FINANCE AND ADMINISTRATION

Unique Entity ID

e.g. HTYR9VJHK65L

CAGE / NCAGE

Location

Status

Active

Inactive

Reset

Page 1

Page 2

[Show directory information and instructions](#)

Search Parameters		<a href="#">Edit Parameters</a>	<a href="#">Clear Parameters</a>
CERTIFICATIONS	Minority Business Enterprise (MBE) Small Business Enterprise (SBE) Women Business Enterprise (WBE)		
BUSINESS NAME/DBA	STATE OF TENNESSEE DEPT OF FINANCEADMINISTRATION		

Search Results	0 firms with 0 certifications found
Your search parameters did not return any matches. Click <a href="#">Edit Parameters</a> , modify the information in the fields above and click <a href="#">Search Again</a> .	



Supplier



Suppliers

Suppliers >

Update STATE OF TENNESSEE, DEPT OF FINANCE & ADMINISTRATION - 38720: Business Classification

Cancel Save

- Block Update
- Company Profile
- Organization
- Tax Details
- Address Book
- Contact Directory
- Business Classification**
- Banking Details
- Surveys
- Approval History
- Terms and Control
- Accounting
- Tax and Reporting
- Purchasing
- Receiving
- Payment Details
- Relationship
- Invoice Management

Certification

Last Certified By

TIP Date format example: 23-Jun-2023

\*\*\*

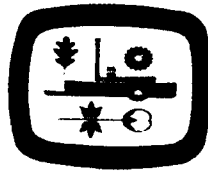
Classification

Classification	Applicable	Minority Type	Certificate Number	Certifying Agency	Expiration Date	Status
Products & Services	<input type="checkbox"/>	Minority Owned	D			
Banking Details	<input type="checkbox"/>	Service-disabled Veteran Owned	D			
Surveys	<input type="checkbox"/>	Small Business	D			
Approval History	<input type="checkbox"/>	Veteran Owned	D			
Terms and Control	<input type="checkbox"/>	Women Owned	D			
	<input type="checkbox"/>	Women-owned small business eligible under the WOSB program	D			

Cancel Save

Print





## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This is a resolution to accept grant funds from the State of Tennessee Office of Criminal Justice Programs in the amount of Fourteen Thousand Seven Hundred and Eight Dollars to provide for Overtime Salaries.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

The City of Memphis Division of Police Services is awarded this grant from the State of Tennessee Office of Criminal Justice Programs.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This item does not change an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

All Districts

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

This is a new grant award pending Council approval.

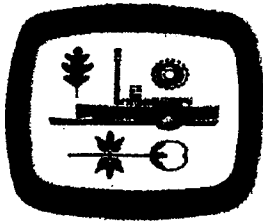
**6. State whether this requires an expenditure of funds/requires a budget amendment**

Acceptance will require an amendment to the FY 2023 Operating Budget to appropriate the funds.

**7. If applicable, please list the MWBE goal and any additional information needed**

Not Applicable.





**A Resolution to accept grant funds in the amount of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00) from the State of Tennessee Office of Criminal Justice Programs (OCJP).**

**WHEREAS,** The City of Memphis Division of Police Services has been awarded grant funds in the amount of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00) from the State of Tennessee Office of Criminal Justice Programs (OCJP) for the FY2023 Emergency Federal Law Enforcement Assistance (EFLEA) grant; and

**WHEREAS,** this award will provide for funding police personnel overtime; and

**WHEREAS,** it is necessary to accept the grant funding and amend FY2023 Operating Budget to establish funds for the FY2023 Emergency Federal Law Enforcement Assistance (EFLEA) grant project; and

**WHEREAS,** it is necessary to appropriate the FY2023 grant funds in the amount of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00) for the FY2023 Emergency Federal Law Enforcement Assistance (EFLEA) grant project;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the FY2023 Emergency Federal Law Enforcement Assistance (EFLEA) grant Program funds in the amount of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00)

**BE IT FURTHER RESOLVED,** That the Fiscal Year 2023 Operating Budget for Grant Funds 205 be and is hereby amended by appropriating the Expenditures and Revenues for the FY2023 Emergency Federal Law Enforcement Assistance (EFLEA) grant project in the amount of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00) as follows:

<b>REVENUE</b>	
State of Tennessee Office of Criminal Justice Programs (OCJP)	<b>\$14,708.00</b>
<b>TOTAL</b>	<b>\$14,708.00</b>

<b>Expenditures</b>	
Overtime	<b>\$14,708.00</b>
<b>Total</b>	<b>\$14,708.00</b>

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date JUN 13 2023

Valerie C. Sripes  
Deputy Comptroller-Council Records

Police grants imp. Off. as. Acc. Budget Finance 24



# City Council Item Routing Sheet

Division Police Services Committee Public Safety Hearing Date \_\_\_\_\_  
 District All Super District Both

- Ordinance                       Resolution                       Grant Acceptance  
 Budget Amendment               Commendation                   Other:

**Item Description :**  
 This resolution allows the City of Memphis through the Division of Police Services to accept grant funds in the amount of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00) for FY2023 Emergency Federal Law Enforcement Assistance (EFLEA) from the State of Tennessee Office of Criminal Justice Programs (OCJP) .

**Recommended Council Action:**  
 Approve the Resolution

**Status of MWBE planned expenditures funding, if applicable:**  
 Not Applicable.

**Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken:**  
 No other action has been taken by any other entity.

<b>Does this item require city expenditure? No</b>	<b>Source and Amount of Funds</b>
\$ Amount _____	\$ Operating Budget FY2023
\$ Revenue to be received <u>14,708.00</u>	\$ CIP Project #
	\$ Federal/State/Other 14,708.00

**Approvals**  
*Colin J. Davis*  
 Director \_\_\_\_\_ Date \_\_\_\_\_  
 Budget Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Deputy Financial Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Legal Officer \_\_\_\_\_ Date \_\_\_\_\_

**Chief Administrative Officer**  
 \_\_\_\_\_ Date \_\_\_\_\_  
**Council Committee Chair**  
 \_\_\_\_\_ Date \_\_\_\_\_

ALLOCATION  
 APPROPRIATION

**CITY OF MEMPHIS  
GRANT BUDGET  
REQUEST FOR COUNCIL**

DIVISION: City of Memphis, Police Services

DATE: 05/23/23

PROJECT: FY2023 Emergency Federal Law Enforcement Assistance (EFLEA)

INITIATED BY: Janille Townsel

TITLE: Grants Manager

Finance Office Only  
Fiscal  
Month

Fund	Fiscal Month	Trans. No.
0205		

**REVENUE**

Award	Resource	Grant Project	AMOUNT	
			Revenue	
13295	State of Tennessee Office of Criminal Justice Programs OCJP	PD 90268	\$ 14,708.00	

**EXPENSE**

Award	Resource	Grant Project	AMOUNT	
			Expense	
13295	Overtime 051202	PD 90268	\$ 14,708.00	

TOTALS

\$ 14,708.00	\$ 14,708.00
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COMMENTS: To Allocate and Appropriate grant funds for FY2023 Emergency Federal Law Enforcement Assistance (EFLEA)

APPROVED: *Celeste J. Davis*  
Division Director DATE

APPROVED: \_\_\_\_\_  
Budget Manager/Comptroller/Deputy Comptroller DATE

APPROVED: \_\_\_\_\_  
Chief Financial Officer DATE

Finance Only  
EFFECTIVE DATE  
/ /



May 12, 2023

Jim Strickland, Mayor  
City of Memphis  
125 N Main Street Suite 700  
Memphis, TN 38103

Dear Mayor Strickland:

Enclosed is the contract for your FY2023 EFLEA award. To accept this grant award, you, as the Authorized Official for your agency, must sign and date the attached Contract, Certifications & Assurances, and Special Conditions in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. Once each set of required documents are signed, scan each one in its entirety as a PDF file and attach in an email to the assigned OCJP Program Manager indicated below. Note, an image such as a jpeg or ping file of the signed document(s) is unacceptable. The Contract and all other required documents must be sent to the Program Manager **no later than COB, Friday, June 30, 2023.**

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

For questions or assistance regarding this contract, please contact Senior Program Manager Gary Lee at Gary.Lee@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brinkman".

Jennifer Brinkman  
Director

cc: Brenda Patterson, Colonel  
File



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 9/7/2022	<b>End Date</b> 8/31/2023	<b>Agency Tracking #</b> 31701 - 64125	<b>Edison ID</b> 78572
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<b>Grantee Legal Entity Name</b> City of Memphis	<b>Edison Vendor ID</b> 4104
---	---------------------------------

<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>Assistance Listing Number: 16.824</b>  <b>Grantee's fiscal year end: June 30</b>
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**Service Caption (one line only)**  
EFLEA, City of Memphis Shooting 9/7/2022

Funding —	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY23-24		\$14,708.00			\$14,708.00
<b>TOTAL:</b>		<b>\$14,708.00</b>			<b>\$14,708.00</b>

<b>Grantee Selection Process Summary</b>	
<input type="checkbox"/> Competitive Selection	
<input checked="" type="checkbox"/> Non-competitive Selection	Discretionary federal funding for qualifying law enforcement reimbursement following a mass violence incident

**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*

<b>Speed Chart</b> FAEFLEA23P	<b>Account Code</b> City - 71302000
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS  
AND  
CITY OF MEMPHIS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Memphis, hereinafter referred to as the "Grantee," is for the provision of administering funds for personnel and overtime of law enforcement to address the City of Memphis' mass violence incident on the day of September 7, 2022 as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4104

**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. The purpose of the EFLEA program is to provide to mitigate the effects of a law enforcement emergency in affected state and local jurisdictions, occurring in or after federal fiscal year 2023. The purpose of this grant is for the reimbursement of overtime listed in the budget that was submitted and is referenced as Attachment A.
- a. The Grantee will supply all timesheets per the overtime budget narrative submission in Attachment A.
- b. The Grantee will supply any and all other requirements as requested by the Office of Criminal Justice Programs.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

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

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on 9/7/2022 ("Effective Date") and extend for a period of Eleven (11) months and Twenty-four (24) days 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 Fourteen Thousand, Seven Hundred Eight Dollars (\$14,708.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2023-2024, 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](mailto: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 ninety (90) 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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- 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:  
 Gary Lee, Program Manager  
 Department of Finance and Administration  
 Office of Criminal Justice Programs  
 312 Rosa L. Parks Avenue, Suite 1800  
 Nashville, Tennessee 37243-1102  
 Email: Gary.Lee@tn.gov  
 Telephone # (615) 532-2898

The Grantee:  
 Brenda Patterson, Colonel  
 Memphis Police Department  
 2714 Union Ave, Suite 350  
 Memphis, Tennessee 38112-  
 Email Brenda.Patterson@memphistn.gov  
 Telephone # (901) 636-7582

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.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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.