



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

August 08, 2023, 6:00 PM

Agenda

Mayor: JT Smith

Council Members: Tim Adkins, Gerald Greer, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Council Meeting Minutes July 18, 2023.

PUBLIC FORUM

REPORTS

2. City Attorney

UNFINISHED BUSINESS

- [3.](#) Ordinance: Fiscal Year 2023 - 2024 Budget Amendment #1
- [4.](#) Ordinance: Rezone Request: 109 Elizabeth Street
- [5.](#) Ordinance: All Construction Site Maintenance and Sanitation
- [6.](#) Ordinance: Design Review Manual
- [7.](#) Ordinance: City Administrator Job Description
- [8.](#) Resolution: Amend 2023-20 Public Forum Procedure
9. Facebook Page: Parks Board

NEW BUSINESS

- [10.](#) iWorQ GIS Contract
- [11.](#) Mid-Cumberland Contract
- [12.](#) GNRC - VCIF, Formula Based Grant (Police)
- [13.](#) GNRC 33501-2325409 Law Enforcement Grant
14. Halloween Events: Parks Board
15. TDEC Water Report/Findings Discussion
- [16.](#) SWC Fire Station 1 Contract

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 9:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

July 18, 2023, 6:00 PM

Minutes

CALL TO ORDER

Mayor Smith called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

PLEDGE AND PRAYER

Councilman Adkins led the Pledge of Allegiance of the United States of America and the prayer.

APPROVAL OF AGENDA

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the agenda with changes. All approved by voice vote.

APPROVAL OF MINUTES

1. June 13, 2023, Council Meeting Minutes

A motion was made by Councilman Smith, Seconded by Councilman Adkins, to approve the June 13, 2023, City Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Jerry Barlar spoke on past water issues and budget.

Justin and Heather Steele spoke of the Junior Football League.

REPORTS

2. Attorney

Nothing other than items already on the agenda.

OLD BUSINESS

3. Ordinance: Rezone Request: 109 Elizabeth Street

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 014.00 OF CHEATHAM COUNTY TAX MAP 55F, GROUP A, LOCATED ON ELIZABETH STREET A motion was made by Vice Mayor Greer, Seconded by Councilman Adkins, to approve the ordinance. Voting Yea: Vice Mayor Greer, Councilman Adkins, Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Young, and Mayor Smith

4. Ordinance: City Administrator Job Description

AN ORDINANCE TO AMEND TITLE 1 OF THE ASHLAND CITY MUNICIPAL CODE BY ADDING CHAPTER 5 CREATING THE POSITION OF CITY ADMINISTRATOR A motion was made by Vice Mayor Greer, Seconded by Councilman Young to defer this item to Workshop for discussion.

5. Resolution: Beautification Project - Amanda Bell

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO APPROVE THE CONTRIBUTION OF SIDEWALK BENCHES TO THE DOWNTOWN AREA OF ASHLAND CITY A motion was made by Councilman Adkins, Seconded by Council Smith, to approve the

resolution. Voting Yea: Councilman Adkins, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Thompson, Councilman Young, and Voting Nea: Mayor Smith.

NEW BUSINESS

6. APSU - GIS Contract
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the contract. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Young, Councilman Adkins, and Mayor Smith
7. Ordinance: Fiscal Year 2023 - 2024 Budget Amendment #1
AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR A motion was made by Councilman Adkins, Seconded by Councilman Kerrigan, to approve the ordinance. Voting Yea: Councilman Adkins, Councilman Kerrigan, Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Young, and Mayor Smith
8. Ordinance: All Construction Site Maintenance and Sanitation
AN ORDINANCE OF THE TOWN OF ASHLAND CITY ADOPTING ALL CONSTRUCTION SITE MAINTENANCE, SAFETY, AND SANITATION RULES AND REGULATIONS A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the ordinance. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Adkins, Councilman Kerrigan, Councilman Young, and Mayor Smith
9. Ordinance: Design Review Manual
AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #323 KNOWN AS THE ASHLAND CITY DESIGN REVIEW MANUAL A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the ordinance. Voting Yea: Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Smith, Councilman Thompson, Councilman Young, and Mayor Smith
10. Resolution: Tennessee Senior Center Grant Request
A RESOLUTION AUTHORIZING THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE TCAD SENIOR CENTER GRANT PROGRAM A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve the resolution. Voting Yea: Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.
11. Resolution: Contract Approval for Senior Center Travel
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO APPROVE CONTRACT'S FOR TRANSPORTATION SERVICES FOR THE SENIOR CENTER FOR 2023-2024 FISCAL YEAR. A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the resolution. Voting Yea: Councilman Smith, Councilman Thompson, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.
12. Resolution: Appoint City Attorney
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, APPOINTING THE CITY ATTORNEY. A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the resolution. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.
13. Resolution: TVA
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the resolution. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith.
14. Sports Park Agreement - Josh Wright
A motion was made by Vice Mayor Greer, Seconded by Councilman Adkins, to approve the agreement. Voting Yea: Vice Mayor Greer, Councilman Adkins, Councilman Thompson, Councilman Smith, Councilman Kerrigan, Councilman Young, and Mayor Smith
15. Recreation Center Agreement - Josh Wright

- A motion was made by Councilman Smith, Seconded by Councilman Young, to approve the agreement. Voting Yea: Councilman Smith, Councilman Young, Councilman Thompson, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, and Mayor Smith
16. Senior Center Agreement - Josh Wright
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the agreement. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Young, Councilman Adkins, and Mayor Smith
 17. PureVida Rental Agreement
A motion was made by Councilman Thompson, Seconded by Councilman Adkins, to approve the agreement. Voting Yea: Councilman Thompson, Councilman Adkins, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Young, and Mayor Smith
 18. Brian Stinson License Agreement
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the agreement. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Young, Councilman Adkins, and Mayor Smith
 19. Cheatham County General Sessions MOU
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the MOU. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Young, Councilman Adkins, and Mayor Smith
 20. Ashland City Municipal Court MOU
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to approve the MOU. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Young, Councilman Adkins, and Mayor Smith
 21. Cleaning Contract - City Hall and Police Department
A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve the contract. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Kerrigan, Councilman Young, Councilman Adkins, and Mayor Smith
 22. Lamar Contract - Fire Advertising
A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the contract. Voting Yea: Councilman Thompson, Councilman Kerrigan, Councilman Smith, Vice Mayor Greer, Councilman Young, Councilman Adkins, and Mayor Smith
 23. Future Planning and Growth Committee
A motion was made by Councilman Kerrigan, Seconded by Vice Mayor Greer, to dissolve the committee. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Smith, Councilman Adkins, Councilman Young, and Mayor Smith.
 24. GNRC Evidence Based Programming Grant Contract - Senior
A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the contract. Voting Yea: Councilman Thompson, Councilman Young, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, and Mayor Smith
 25. Resolution: Park Partnership - Friends of the Park 501c3
A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO APPROVE THE CREATION OF FRIENDS OF THE PARK as a nonprofit to provide support for our parks. A motion was made by Councilman Smith, Seconded by Vice Mayor Greer, to approve the resolution. Voting Yea: Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Thompson, Councilman Adkins, Councilman Young, and Mayor Smith.
 26. Cheatham County Football Program
A discussion to leave as is.
 27. Parks Board
A motion was made by Councilman Smith, Seconded by Councilman Thompson, to defer this item. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins, Councilman Young, and Mayor Smith.
 28. Public Forum Discussion

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to defer this item. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins, Councilman Young, and Mayor Smith.

SURPLUS PROPERTY NOMINATIONS

29. 2001 Ford F-350

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to surplus this item. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins, Councilman Young, and Mayor Smith.

30. 2005 Chevy Silverado 1500

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to surplus this item. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.

31. 2008 Ford Crown Victoria

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to surplus this item. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins, Councilman Young, and Mayor Smith.

32. 2013 Ford Explorer

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to surplus this item. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.

33. 2014 Ford Explorer

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to surplus this item. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Smith, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith.

EXPENDITURE REQUESTS

None

OTHER

None

ADJOURNMENT

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:51 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER

ORDINANCE #

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT FOR THE 21/22 FISCAL YEAR**

WHEREAS, APSU will provide a GIS Services for Ashland City Building and Codes Department for \$12,480; and,

WHEREAS, the Town of Ashland City Mayor and Council wish to appropriate the funds for

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Building & Codes Department	\$345,800	\$358,280

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor JT Smith

Interim City Recorder

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 014.00 OF CHEATHAM COUNTY TAX MAP 55F, GROUP A, LOCATED ON ELIZABETH STREET

WHEREAS, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

WHEREAS, a request has been made to the Ashland City Municipal Planning Commission to rezone said parcel; and

WHEREAS, the Ashland City Municipal Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 55F, Group A, Parcel 014.00, located on Elizabeth Street be rezoned from R-3 (Residential) district to the C-2 (Commercial), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of June 2023.

This area to be zoned C-2 is marked with a red “X” and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Recommended by Ashland City Municipal Planning Commission regularly called meeting on May 01, 2023.

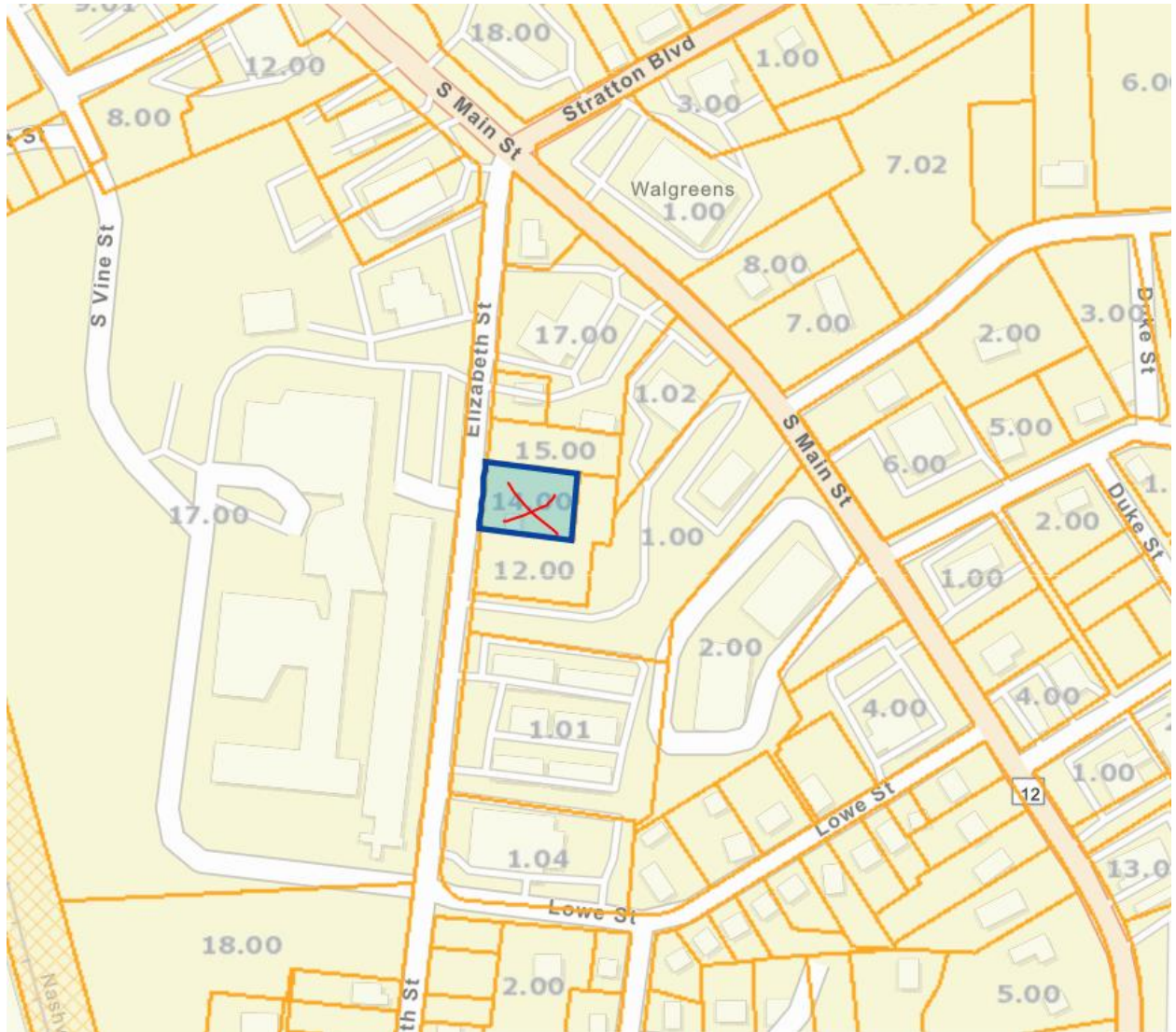
First Reading

Second Reading

ATTEST:

Mayor JT Smith

Interim City Recorder





Town of Ashland City Building & Codes Department

233 Tennessee Waltz Parkway Suite 103
Ashland City TN 37015
(615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a _____ / _____ district.

Description of Property (Attach Map): Map 55 F Parcel 014.00

Reason for Reclassification Request: Residential to Commercial

Address: 109 Elizabeth Street Ashland City, TN. 37015

NOTE:

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the Town Planning Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

Send application and other documents to anicholson@ashlandcitytn.gov

Stevan W. Stralton
Applicant

4/10/2023
Date

Wright & Associates
Land Surveyors
1329 Hwy. 12 N. - Ashland City, TN. 37015
Wk.-615-238-4123 - Hm.- 615-792-4291

PROPERTY DESCRIPTION

Steven W. Stratton
January 20, 2022

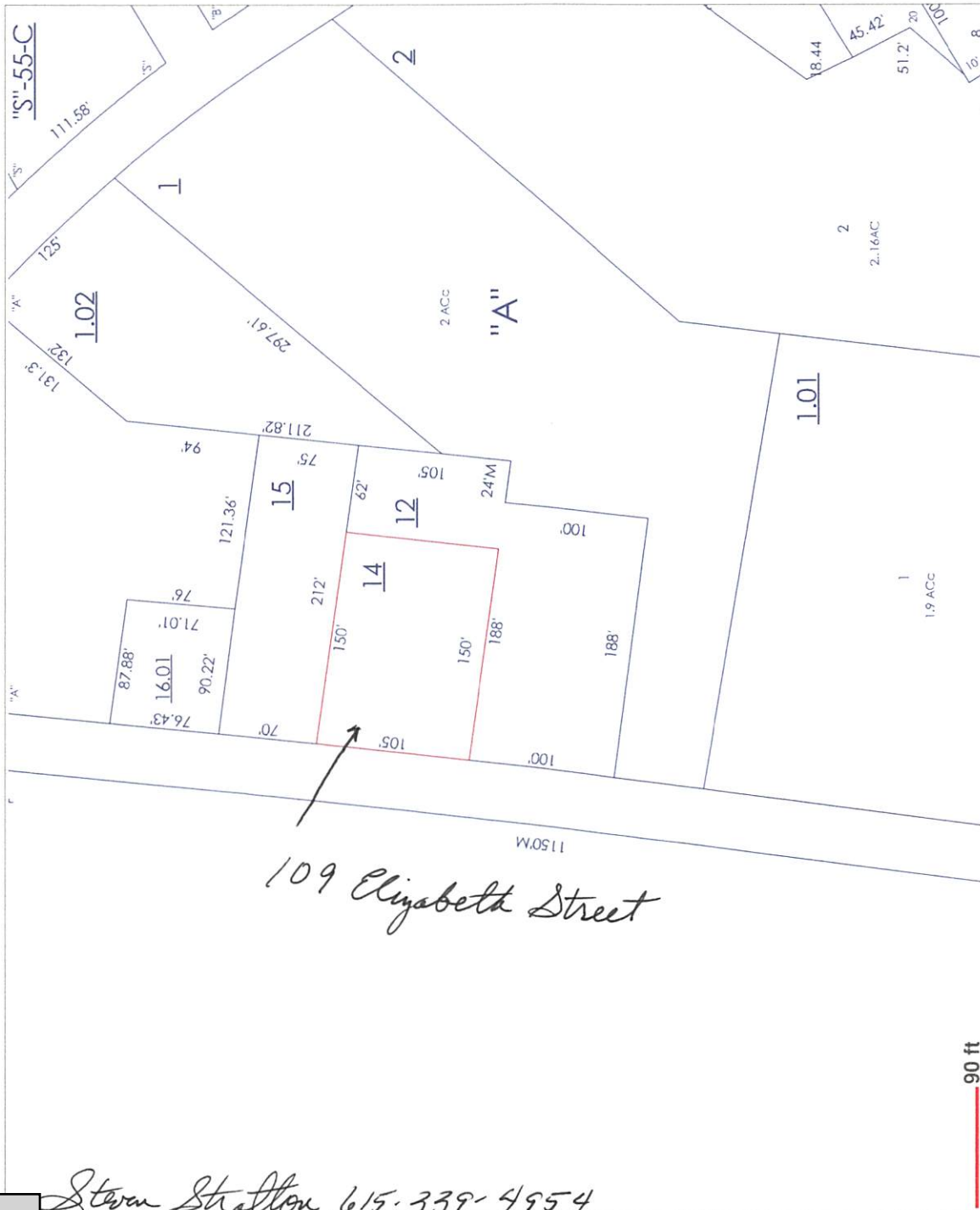
Lot 1

A Lot located on Elizabeth Street in Ashland City, Cheatham County, Tennessee being all of Parcel 014.00 and a portion of Parcel 012.00 of Map 055F Group A of the Property Assessor's office of said county. Being all of the property as shown in Record Book 589 – Pg. 478 and all of the Portion called "First Tract" of Record Book 504 – Pg. 2024, of the Property Assessor and Register of Deeds offices of said county. All Parcels and Records referenced in the following description are from the Property Assessor and Register of Deeds offices of said county.

Beginning at an Iron Rod (old) on the east margin, 20 ft. from and perpendicular to the centerline, of Elizabeth Street, said Iron Rod (old) is located 618 ft. ± south along the centerline of Elizabeth Street from the centerline of Main Street (Tenn. Hwy. 12). Said Iron Rod (old) is the southwest corner of Lot 1 and the northwest corner of Lot 2 (also described at this time) as shown on a Plat of this Survey and proceeding:

- 1) With the east margin of Elizabeth Street, N 05°34'13" E - 105.00 ft. to an Iron Rod (new) being the southwest corner of Parcel 015.00 of Map 055F-A belonging to Jorge A. Madrid as shown in Record Book 423 – Pg. 534, thence;
- 2) With the south line of Madrid, S 79°04'42" E passing an Iron Rod (old) online at 151.75 ft. and continuing in all 213.64 ft. to an Iron Rod (old) in a rip-rap embankment in the west line of Parcel 001.02 of said map belonging to Work Force Essentials, Inc. as shown in Record Book 508 – Pg. 2954, thence;
- 3) With the west line of Work Force Essentials, Inc., S 06°40'29" W - 42.88 ft. to an Iron Rod (old) being a corner of Parcel 001.00 of said map belonging to WHS Properties, LLC as shown in Record Book 441 – Pg. 461, thence;
- 4) With the west line of WHS Properties, LLC, S 06°40'29" W - 62.06 ft., to an Iron Rod (old), thence;
- 5) Continuing with WHS Properties, LLC, N 79°27'24" W - 23.63 ft. to an Iron Rod (old), thence;
- 6) N 79°00'06" W passing an Iron Rod (old) online at 38.2 ft. and continuing in all 188.00 ft., to the Point of Beginning containing 0.511 Acres, 22,260 Sq. Ft., according to a Survey by Marvin T. Wright, R.L.S. # 2094 of Tennessee.

TEXT_PARCEL
 LEADERLINES
 PARCELS



CHEATHAM COUNTY, TENNESSEE

DECLARER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.



ITEM # 4.

Stevan Stratton 615-339-4954

Fwd: Receipt #R00179691

Allen Nicholson <anicholson@ashlandcitytn.gov>

Mon 4/10/2023 2:17 PM

To: Alicia Martin <ayoung@ashlandcitytn.gov>

Allen Nicholson

Building & Codes Director

Town of Ashland City

233 TN Waltz Pkwy, Suite 103

Ashland City, TN 37015

(615)792-4211 x 5244



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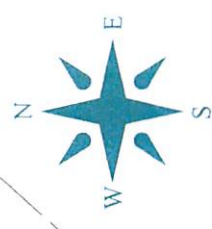
From: No-Reply <No-Reply@ashlandcitytn.gov>
Sent: Monday, April 10, 2023 2:07:54 PM
To: Allen Nicholson <anicholson@ashlandcitytn.gov>
Subject: Receipt #R00179691

The Town of Ashland City would like to thank you for your payment!

Town of Ashland City Water & Sewer
PO Box 36
Ashland City, TN 37015
(615)792-4211

DATE : 4/10/2023 2:06 PM
OPER : MJ
TKBY : Margie Jarrell
TERM : 2
REC# : R00179691
CODES 32610 CODES BUILDING PERMITS/INSPECTION
STRATTONS INC REZONE 100.00

Paid By:STRATTONS INC
6-110 GEN CHECK 100.00 REF:1849



LEGEND

- Property Corner/Iron Rod
- Utility Pole
- Fire Hydrant
- Subject Property Lines
- Non Surveyed Property Lines
- Overhead Utility Lines
- Center Line
- Miscellaneous Layout Lines
- Underground Water Lines
- Underground Sewage Lines

Boundary Survey For
Steven W. Stratton
 109 & 111 Elizabeth Street
 Ashland City, Cheatham County, Tennessee
 SCALE 1" = 30'

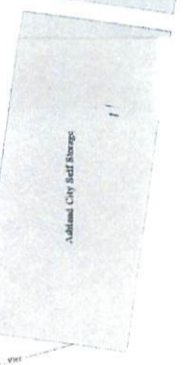
WRIGHT & ASSOCIATES
 1379 Hwy 17 N, Ashland, TN, Tennessee

JOB NO. 55FA0
 SHEET 1 OF 1

REVISIONS

NO.	DATE	BY	CHANGE

ARCA
 SQUARE FEET = 40,978 Total
 ACREAGE = 0.941 Total



GENERAL NOTES

- Bearings are based on Record Book 508 - Pg. 2954, west line of description N65°02'29"E.
- This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appearances at the site. Public records and/or maps prepared by others. The surveyor makes no guarantee that the utility locations shown are correct. The surveyor is not responsible for any damage to or destruction of any utility lines or other structures located on the site. The surveyor is not responsible for any damage to or destruction of any utility lines or other structures located on the site. The surveyor is not responsible for any damage to or destruction of any utility lines or other structures located on the site.
- Subject property is shown as parcel 014.00 (Lot 1 & 012.00) (Lot 2) - GP A, on Cheatham Co. Tax Map no. 055F.
- Subject Property: 055F-A-014.00 (Lot 1) & 055F-A-012.00 (Lot 2) is Zoned C2.

Property Title Reference

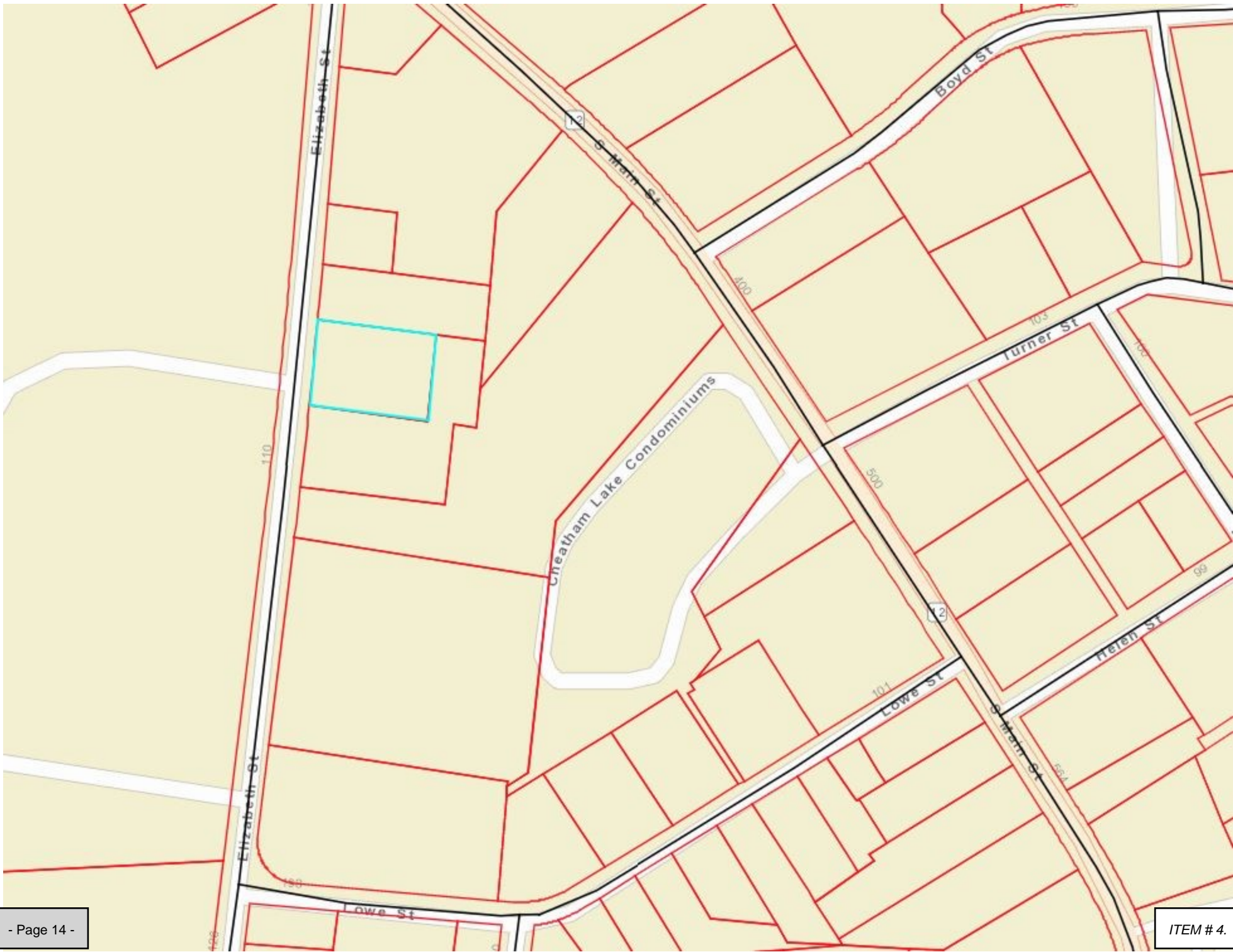
Lot 1
 Being all of the property conveyed to Steven W. Stratton as shown in Record Book 589 - Page 478, Shown as Parcel 014.00 on Cheatham County Tax Map # 055F - Gp A, and a Portion of the property as shown in Record Book 504 - Page 2024, Shown as Parcel 012.00 on Cheatham County Tax Map # 055F - Gp A.

Lot 2
 Being a portion of the property conveyed to Steven W. Stratton as shown in Record Book 504 - Page 2024, R.O.C.C., Tn. Shown as Parcel 012.00 on Cheatham County Tax Map # 055F - Gp A.

CERTIFICATE OF SURVEY ACCURACY

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown herein. That this is a Category 1 Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated and that the Ratio of Precision is greater than or equal to 1:10,000 Plus or Minus.

Marvin T. Wright
 11/10/2022
 M.T. = 210/11



ORDINANCE#

AN ORDINANCE OF THE TOWN OF ASHLAND CITY ADOPTING ALL CONSTRUCTION SITE MAINTENANCE, SAFETY, AND SANITATION RULES AND REGULATIONS

WHEREAS, the Mayor and City Council find that the Codes Department is responsible for enforcing regulations regarding construction site maintenance; and

WHEREAS, the Codes Department find that regulations for construction site maintenance, safety, and sanitation rules and regulations are; and

WHEREAS, the Codes Department is concerned with the need for these regulations to protect the Town of Ashland City’s property and its citizens.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the “All Construction Site Maintenance, Safety, and Sanitation Rules and Regulations” attached hereto be adopted.

BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

First Reading: July 11, 2023

Second Reading: August 08, 2023

ATTEST:

Mayor JT Smith

Interim City Recorder

All Construction Site Maintenance, Safety, And Sanitation (Including Remodels and Additions)

All construction sites shall be maintained in such a way as to minimize the adverse impacts of construction to adjacent lots, the neighborhood, and public infrastructure. Additionally, these provisions are intended to control debris accumulation in the street, drain systems, and to control site access during the entire construction and final approval process.

A. Debris and Disturbance.

1. All construction sites shall be maintained and free from accumulation of construction debris and rubbish.
2. All construction should occur during the hours of 6:00 AM and 8:00 PM on seven days a week as allowed by Ordinance #449 unless otherwise approved by the Building Department.
3. No materials are allowed to leave the construction site uncontrolled due to effects of weather including but not limited to stone, soil, sand, debris, or other material carried by water or wind. Any violations to this clause shall be remediated immediately with a site corrective action plan to prevent future violations confirmed by the City.
4. Construction debris shall be contained in dumpsters. Dumpsters or other debris holders must be located off the street on the property owner's side of the property line.
5. On lots where there exists a grade slope of 5% or greater in any direction, a properly installed and maintained silt fence is required along the downhill property line(s).
6. Lots which do not have sidewalks and/or park strips shall have silt fencing properly installed and maintained along all abutting streets at the back of curb..
7. Burning of debris, construction materials, or on construction sites is strictly prohibited.
8. Before a CO is issued, sites must be clean with straw/seed. Rocks cannot be used as ground cover. The use of fill dirt for final grading is not allowed, must be topsoil free of rocks.

B. Street Usage.

1. With regard to construction workers' vehicles or construction equipment, the street is to be used only for temporary vehicle parking and not for construction equipment.
2. The street shall not be used for the storage of materials, dirt, fill, gravel, debris, etc.
3. Temporary use of the street for the off-loading of materials may be permitted, such as the pumping of concrete, delivery of roof trusses, etc., the street surface must remain clear and clean during the entire construction process.
4. Mud, silt, and other debris tracked onto the roadway shall be removed within 24 hours to the satisfaction of the Police or Building Departments. Sweeping or washing materials into storm drains is a violation and may result in a criminal citation.
5. City sidewalks shall remain clear during the entire construction process.
6. Washout from concrete delivery equipment shall not be onto City public right-of-way or neighboring private lots..

C. Site Access and Identification.

1. All access to the site must be across the curb and sidewalk along the front property line (or both front and street side for corner lots.) Proposed site access shall be shown on the plot plan submitted with the building plans. Builders showing ownership of contiguous lots may elect access to the lots at a common location.
2. Curb ramps shall be constructed of only built-up wood, metal, or rubber ramps. These can be created by stacking lumber in such a way as to create a slope for climbing the curb. No gravel fill or other forms of ramps will be accepted.
3. The back of curbs (park-strips) must be fully backfilled.
4. Each site shall provide, display, and maintain at least a 4 square foot sign with the site address, permit number—general contractor's name or owner/builder name, phone number, and contractor's license number, if applicable.

D. Site Maintenance.

Each site shall be maintained in accordance with the property maintenance code (e.g., grass shall be cut)

E. Sanitation.

Each site for which a permit has been issued must have a portable toilet facility located on the property side of a street property line. One portable toilet facility is required per every ten (10) workers and every 300 ft of the development of any construction activity. Dumpsters are required for all construction sites and cannot be less than 1 eighty-yard dumpster per 3 houses (or 10 yards per site).

F. Inspection.

Fencing, signs, curb ramps shall be in place and approved before the site is disturbed. Inspection may be combined with a temporary power pedestal inspection but must be completed before excavation begins. Extension cords cannot be laid across the road without proper protection.

G. Violations.

Failure to maintain silt fencing, ramps, street parking, unobstructed City sidewalks, debris control, and toilet facilities may result in re-inspection fees, Stop Work Orders and/or criminal citations. All violations will be the responsibility of the general contractor or the owner/builder of the project.

H. City Infrastructure.

Any damage to City infrastructure in the course of construction shall be replaced or repaired to the satisfaction of the City in accordance with City Standards. The replacement or repair shall be the responsibility of both the general contractor and the owner of the lot, but primarily the contractor.

ORDINANCE#

AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #323 KNOWN AS THE ASHLAND CITY DESIGN REVIEW MANUAL

WHEREAS, the Mayor and City Council find the need to adopt a new Ashland City Design Review Manual; and

WHEREAS, the last manual was submitted for approval by the Ashland City Municipal-Regional Planning Commission; and

WHEREAS, the Ashland City Municipal-Regional Planning Commission has been dissolved; and

WHEREAS, the Codes Department is responsible for enforcing the contents of the manual for the betterment of Town of Ashland City's property and its citizens.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the "Ashland City Design Review Manual" attached hereto be adopted.

BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

First Reading: July 11, 2023

Second Reading: August 08, 2023

ATTEST:

Mayor JT Smith

Interim City Recorder

ASHLAND CITY
DESIGN REVIEW MANUAL

AUGUST 08, 2023

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1. INTRODUCTION

1.1 GOALS FOR COMMUNITY APPEARANCE AND CHARACTER

1. Natural Character. Ashland City's natural character should be preserved and enhanced with new development. Especially important is retaining mature trees and vegetation, maintaining topography, preserving important views to the lakes and other natural features, and ensuring that new buildings sit within a generously landscaped setting.
2. Compatibility. New buildings should be compatible with their neighbors, assuming that neighboring structures are a credit to the community. This does not infer uniformity of architectural style but rather a sympathetic response to the height, scale, materials, color, site location and other aspects of nearby structures.
3. Orderly Public Realm. The city's character is largely formed by the appearance of its important streets. How public and private elements of the streetscape relate to each other provides a sense of order -- public roadways, shoulders and medians, utility lines, and traffic signage in relationship to private landscaping, parking areas, building facades and signage. Scrutiny of what may be seen from public ways should be most intense while less visible private areas of sites should be more at the landowner's discretion.
4. Restrained Communications. Private signage and advertising should be restrained and not detract from the sense of a continuous landscape. The principal purpose of on-site signage is to identify establishments and to direct those seeking to visit them safely and efficiently to their destination. Signage that is limited in size and set in a strongly landscaped surrounding can be more effective than a cacophony of uncontrolled messages.
5. Diversity of Opportunity. Ashland City wishes to continue to attract diverse housing types, services and other community attractions. In reviewing plans and proposals, it does not wish to rule out particular uses because of costs or burdens imposed. Rather, it wishes to work with developers and builders to find a formula for creating uses that are economically viable as well as harmonious with the community environment.
6. Residential Privacy. The sense of privacy of residential areas should be protected especially from nuisances created by adjacent uses, such as noise, traffic, high lighting levels, and uncontrolled access. Within residential areas, there should be privacy of individual units.
7. History. References to Ashland City's past -- both its natural and settlement history -- should be preserved wherever possible. These include artifacts such as rock fences, walls, areas of form, landscape, historic cemeteries and archaeological sites; structures

more than 50 years old; and traces of prior fields and land subdivision.

8. Utilitarian Elements. As a way of reducing disorder and emphasizing the human environment, utilitarian elements should be masked or located out of public view. These include mechanical equipment on buildings, transformers, meters, refuse stations, electric wiring and service areas.

2. DESIGN REVIEW STANDARDS

2.1 SITE LAYOUT

1. Site Coverage

Sites should not be covered completely with impermeable surfaces which prevent percolation of water back into the soil and can cause erosion, street flooding, or overloading of storm sewer systems. A minimum of 15% of the site shall be devoted to permeable surfaces (reference Section 3.140 - ACZO). This will also ensure that buildings are set in a strong landscape.

2. Building Setbacks

Building setbacks provide dimension to the public realm along streets. In areas where there is a consistent setback line, new structures should conform to it. In areas where setbacks vary, buildings should be set back the average distance of adjacent buildings within 100 feet of the proposed structure. In major commercial areas where patrons are to be encouraged to walk between establishments, buildings should generally be located as close to streets as possible while providing adequate area for landscaping in the setback area.

Large unbroken expanses of paving between the street and building are discouraged. Required side yard areas should also be landscaped.

3. Entries and Curb Cuts

Entries to sites from public streets should be clear, controlled and safe. Continuous curb cuts confuse circulation of automobiles as well as destroying the pedestrian environment and reduce opportunities for landscaping. Ashland City's Zoning Ordinance and subdivision standards establish specific standards for the location and design of curb cuts and site entries.

The number and width of curb cuts along a property should be the minimum necessary for effective on and off-site traffic circulation. As a guide, no more than one curb cut should occur in each 100 feet of frontage. Combined or shared entries between properties is encouraged. If two entries are needed, a one-way system should be considered to reduce curb cut area and maximize parking area.

In general, curb cuts should be no wider than needed to meet

standards. Generally, they should be limited to 30 feet for residential uses and commercial uses, 45 feet for industrial uses.

Access Control can be found in Section 3.090 of the Ashland City Zoning Ordinance.

2.2 GRADING, DRAINAGE, AND TOPSOIL PRESERVATION

1. Topography

Buildings, parking and service areas should be sited in a manner which minimizes disruption to the existing topography. Where there is mature existing vegetation on a site, changes in topography and runoff patterns should be minimized.

The volume of cuts and fills on a site should be balanced, so that transportation of soil off or onto the site is minimized.

The maximum allowable landscaped slope created by cut or fill is 1:3 vertical to horizontal. To provide a stable slope for soil and plant materials, less steep slopes or terracing is encouraged.

2. Overland Drainage and Detention

Overland drainage and detention are encouraged, to recharge groundwater and minimize loads on storm sewerage facilities.

The rate of peak runoff at site boundaries should not increase significantly from that prior to development.

Landscaped retention/detention areas should be created where possible to collect runoff from paved areas. Such areas should be treated as visual amenities for the site and not as utilitarian or unkempt areas.

3. Topsoil Stabilization

Topsoil should not be removed from sites or used in spoil. Topsoil should be saved during construction and then placed over landscaped areas at a depth of at least 6". In general, efforts should be made to retain as much topsoil as practical.

2.3 PRESERVATION OF EXISTING TREES AND SITE FEATURES

1. Trees are protected within the Ashland City Zoning Ordinance, Article 3.140.

2. Retention of Site Features

A natural setting is one of Ashland City's attractive qualities. Streams, wetlands, large rock outcrops, stands of native vegetation, fence row

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rock walls, cemeteries and other notable natural features must be located on the site plan and preserved wherever possible.

Bands of trees, such as fencerows, that would not otherwise be wind-firm when left as individuals should be maintained as an effective screen and wind buffer.

3. Preservation of Notable Old Structures. Structures which are over 50 years old and valued for their local significance should be located on the site plan and retained if possible. Incorporation of such structures into the site's development as a special feature is encouraged. If the structures are not to be retained or adapted reasons should be given.

2.4 ARCHITECTURAL CHARACTER

1. Compatibility with Surroundings and Facades. Massings and Roofs for Building

Buildings should avoid long, uninterrupted facade planes.

Buildings should have a defined base and cap.

Window and door openings should have a vertical orientation and be vertically aligned between floors.

Rear and side facades, if visible from public streets, should be similar to the primary facade in their architectural treatment.

Blank walls facing streets should be avoided.

Where a clearly established development character and scale exists, new infill development should include: a) window and door openings with area ratios and proportions similar to those on adjoining buildings, b) key design elements of surrounding buildings with respect to windows, door, rhythm of bays, detailing, roof forms, materials and colors.

Roof forms should be appropriate to a building's design and scale. Flat roofs or low-pitched roofs with parapet walls are encouraged for larger commercial buildings. Alternative roof forms may be used if appropriate for a particular acceptable architectural style.

A particular roof form should be applied to the entire roof, rather than terminating at less visible points, such as the building's rear.

Roofs that are visible from the street should be finished with colors and features consistent with the architecture of the facade.

Building forms should be tailored to fit within the existing topography and site features as much as possible.

In most cases, buildings are not viewed in isolation, but rather in the context of other buildings. While architectural style may vary, buildings of a proposed development should be compatible with surrounding buildings with regard to massing, scale, proportion of openings, roof types, types of glazed openings, and degree of detail.

The use of materials and colors compatible with buildings adjacent to a site is encouraged.

Along Main Street, Frey Street and Cumberland Street certain façade materials are encouraged to create a unified appearance particularly with brick and stone.

The use of certain façade materials and colors for buildings along arterial streets are discouraged. These materials are exposed or painted metal siding or roofing, painted concrete block and artificial stone. Full chroma colors are also discouraged.

The following are encouraged as exterior materials: brick, limestone, tile, plaster, stucco, glass and glazing, EIFS, architectural pre-cast and split face block. Ground face masonry should only be used as an accent.

Exterior colors should be earth tones and compatible with adjacent properties. Subdued, muted colors are encouraged. Bright colors should be limited to accent or contrast.

Translucent or back-lot canopies and awnings are discouraged.

Dumpsters should be screened on all sides; enclosures should be of materials and colors matching the primary structure and should be higher than the dumpster being screened. The access side should not be visible from public streets.

Chain-link fencing provided in a commercial and industrial areas shall be vinyl coated and of a black or dark green color. The use of razor wire is strongly discouraged.

Metal siding may be allowed in Industrial Zones that are not visible from the street.

2. Adapting Prototypical Designs to Particular Sites. National “standard” designs should be adapted to reflect the Ashland City context by careful siting, use of compatible materials and landscaping of the site so that it blends with its surroundings.
3. Relationship to Streets. Buildings should be oriented such that their main entrances are visible from streets.

Facades along streets should be treated in a manner which enhances

interest. Displays or windows with active interior uses are encouraged. Blank or undifferentiated facades are discouraged.

“Stage-set” facades on the street are not acceptable. The materials and colors of the street face should continue on the sides and rear of structures visible from public streets.

Building service areas or loading areas shall not be visible from public streets. They should be located away from streets and/or adequately screened.

Mechanical equipment on roofs or sides of buildings shall not be visible from streets. Adequate screening must be provided.

Landscaping with generous planting should define the street edge and entries of a development as well as building entries.

2.5 PARKING CONFIGURATIONS

1. Efficiency of Parking Areas

To allow space for landscaping and site improvements without significantly reducing the potential number of parking spaces on a site, efficient configuration of entries, circulation, and layout is encouraged.

Adjoining parking lots serving nonresidential buildings should be interconnected between sites.

Small lots or those with narrow front yards are encouraged to develop one-way angle parking configurations with curb cuts narrower than the maximums noted above for entry and exit lanes.

2. Reduce Apparent Size and Visibility of Parking Areas

Site arrangements which minimize the amount of parking between the street and buildings are encouraged. To the extent possible, parking areas should be split between the front and back of a lot or along the side of a building to reduce the paving at the street face.

Wherever possible, parking areas should be set 2-3 feet below streets or surrounding areas or be partially hidden by landscape berms to reduce the visibility of parked cars.

Retention of existing trees located in parking areas is strongly encouraged. Tree wells may be used if necessary to allow for changes in grade while protecting the tree.

3. Fit Parking Areas to Site Topography

On sloping sites, lines of parking spaces should run parallel to site contours, with planted medians taking up any excessive slope. Paved areas should not exceed a 5% slope.

Detention of runoff within parking areas or in adjacent landscaped areas is encouraged. Runoff from parking areas should not sheet flow onto public streets or sidewalks.

2.6 LANDSCAPE

1. Landscape Areas – Reference Section 3.140 of the Ashland City Zoning Ordinance

2. Streetscape

A consistent landscape treatment along public streets enhances the appearance of the public domain and provides an attractive unified setting for variations among individual developments. Landscaped areas should dominate the frontage of any site where entries are the only interruptions.

It is encouraged that street trees are planted in this zone. Street trees are to be planted behind the sidewalk unless the walk is set back at least 5 feet from the back of the curb and there are no imminent plans for street widening.

Trees planted in sidewalk zones must be surrounded by a protective grate or planted zone to allow water to reach the roots with minimum dimensions of 5 feet by 5 feet.

Trees should be planted along streets at least 40 feet on center with relatively even spacing. If frontages exceed a multiple of 40 feet, an additional tree should be planted along the street, e.g., a frontage of 50 feet should contain two trees, a frontage of 130 feet should have four trees, etc.

To provide a consistent effect along major streets, the preferred street tree species is Sugar Maple.

To provide a consistent effect along other streets, the preferred street tree species are Marshall's Seedless Ash, Willow Oak, London Plane, Red Maple and Sawtooth Oak.

The use of ground cover or low shrubs for the ground plane of streetscape planting is encouraged as a lower maintenance and higher impact treatment than turf.

3. Plant Materials

Ashland City displays a robust ecosystem with a variety of native plant

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materials. The use of these hardy and attractive native species in developments is encouraged.

Plant materials should be installed at a reasonable size to provide a sense of presence and to mitigate microclimate impacts caused by development.

Street trees need to be large enough when installed to have some presence while allowing views to sites and branching above pedestrians walking along the sidewalk. Trees along arterial streets are to be no smaller than 3 - 3 1/2" caliper. Trees along collector and minor streets shall be no smaller than 2 - 2 1/2" caliper.

4. Maintenance

All landscape zones and plantings installed by the developer shall be privately maintained.

Any diseased, dying or dead plants shall be removed by the property owner and replaced with healthy plants meeting minimum size standards.

Failure to comply with the requirements of this section after a notice of noncompliance has been issued by the Zoning Administrator, accompanied or followed by a stated time frame for compliance shall be deemed a violation of the Zoning ordinance and shall be subject to the sanctions set forth in Article VII, Section 7.100 as well as to the revocation of any permit, license, certificate or other approval initially issued by the City as a basis for construction and/or occupancy of the development on which the violation has occurred.

2.7 SCREENING

1. Conditions for Screening

Screening requirements vary by their purpose. Three types of screening conditions are distinguished:

- Transitions between land uses.
- Privacy separations between streets and individual sites, such as on double-fronted lots and multifamily yards; and
- Nuisance screening for service and loading areas, dumpsters, materials storage areas, utility boxes, etc.

2. Performance Criteria

Screens are intended to provide visual and physical separation of conflicting uses and should be designed to fit within their surroundings, not dominate the view.

Screens should not compromise safety by blocking vision at

intersections. They should not be placed within 75 feet of any street corner as referenced in Section 3.080 of the Ashland City Zoning Ordinance.

Screens should not block access to any above ground pad mounted transformer and should provide 15 feet of clear access to the transformer doors.

Screens should not impede or divert the flow of water in any drainage way.

Fence screening of service areas should be at least 6 feet in height.

3. Design Standards

Design standards vary according to the function of the screen as follows:

Transitional Screening. Transitional screening is required where commercial or industrial uses adjoin residential areas, where multi-family residential or mobile home sites adjoin one- or two-family housing zones, and within Planned Unit Developments with similar adjacencies.

Where areas adjoining residential zones are likely to be used for truck loading, storage or driveways, the transitional zone must provide protection through use of earth berms or solid masonry materials.

Where lighted parking areas are located adjacent to residential zones, lighting should be designed to minimize illumination across the boundary, and the transitional buffer must screen headlights.

Privacy Screening. Double fronted residential lots should have privacy screening along the rear lot line. Privacy screening may also be required in multi-family housing areas to separate individual yards or yards adjacent to streets or pedestrian pathways.

Fences designed to create privacy or separations should be made of masonry, ornamental metal, durable wood or some combination of the three. The use of untreated wood, chain link, plastic or wire fencing is not permitted for fences fronting streets or on double-fronted lots.

Solid fences should not create a stockade appearance. This can be avoided in several ways such as adding an evergreen planting on both sides of the fence or undulating the plane of the fence. Fences over 80 feet long on double-fronted lots facing streets should have no more than 50% of their length in a straight line unless the entire fence is set back 15 feet or more from the property line with evergreen planting in the setback area. **Nuisance Screening.** To reinforce the sense of natural surroundings and a consistent streetscape, auto service functions such as areas to store cars while they are being repaired, auto or truck outdoor work areas and truck loading docks in commercial or retail areas shall be screened from public view.

Garbage collection areas shall be enclosed by opaque materials on all four sides with doors to remove containers. Where dumpsters are enclosed, the screening shall be at least 2 feet taller than the dumpster. Where topography may expose interiors of garbage collection areas to view screening shall be correspondingly taller.

Water meters, gas meters, electric meters and ground-mounted air conditioning or mechanical units should be hidden from public view by screening.

Screening requirements may be relaxed where areas are located so they are not visible from public streets or adjacent properties.

4. Suggested Plant Materials for Screening

Evergreen plants are recommended for effective year-round screening. Suggested evergreen trees and shrubs include: Arborvitae, Hetzi Juniper, White Pine, Red Pine, and Yew. Suggested broadleaf evergreen shrubs include: Red-Tipped Photinia, Euonymous, and Holly (Notably Foster Holly).

Ornamental shrubs and trees may also be used for screening, preferably in combination with evergreen plantings or fencing. Suggested ornamental shrubs include: Red-Tipped Photinia, Willowood Viburnum, upright Hollies, and large flowering shrubs. Suggested ornamental tree species include: Flowering Crab, Dogwood, Magnolia, and Purple Leaf Plum.

2.8 PEDESTRIAN CIRCULATION

1. Continuous Sidewalks. Sidewalks shall be continuous between properties. A proposed development shall locate sidewalks to meet abutting walkways.

The width of a sidewalk shall blend with that of abutting walkways. The minimum walkway width is 5 feet.

Sidewalks may run along the street curb; however, it is preferred that they be separated by a landscape zone along arterial streets.

2. Connections Within and Between Developments. Sidewalks should connect building entries within and between developments where possible.

3. Sidewalk Materials. Sidewalks along public or private easements and public rights-of-way must meet the minimum requirements of the zoning ordinance.

2.9 LIGHTING

1. Design Criteria

To reduce adverse impacts on adjacent sites and minimize energy consumption, lighting should be carefully located, and intensity should be the minimum necessary for safety.

Lighting levels should be as even as possible.

Light fixtures which cast light primarily downward should be used.

Warm lighting colors are preferred; blue-white color is discouraged.

2. Street Lighting. Lighting levels along streets should vary according to land use with higher lighting levels in industrial and commercial areas than in residential areas. Lighting levels should be varied by fixture height and spacing.

A standard pole and fixtures recommended for major thoroughfares and for other streets. Applicants shall consult with city staff on the choice of such fixtures.

3. Site and Parking Area Lighting

Site or parking area lighting may not cast light beyond property boundaries. Cut-off devices should be used to avoid throw onto adjacent sites when necessary, and the performance standards cited generally in the Ashland City Zoning Ordinance and specifically in Section 3.190.8 should be followed.

The total height of fixtures should be in proportion to the building mass, preferably no more than 22 feet.

Ground-oriented, pedestrian scale lighting should be considered as an alternative to pole-mounted fixtures along sidewalks.

Lighting fixtures should be compatible in style with associated buildings.

Lighting directed on buildings is discouraged unless it illuminates identification signage on the building facade.

2.10 SIGNAGE

The overall objective of the standards herein is to ensure that signage does not detract from the sense that Ashland City's environment is a continuous landscape. The emphasis is on using signage for identification purposes not predominantly for advertising.

The Ashland City Sign Ordinance establishes in detail the signs that are permitted in each zone and those that are not permitted. It covers both temporary and permanent signs and should be consulted for specific requirements.

3. PROCEDURES

3.1 SUBMISSION REQUIREMENTS

Design review occurs in the context of the required Plot Plan (see Section 3.120 of the Zoning Ordinance). The Ashland City Municipal Planning Commission is required to approve the design of a project prior to issuance of a building permit. A site plan or plot plan drawn to scale of sufficient size to show clearly:

- The dimensions, orientation and acreage of each lot to be built upon
- The layout of the entire project and its relationship to adjacent properties
- The location and dimensions of present and proposed streets and highways
- The location of points of entry and exit for vehicles and internal circulation patterns
- The location and layout of all paved areas including off-street parking and loading facilities.
- All existing and proposed topography, with contours at intervals of no more than 2-feet in areas that are disturbed.
- The size, shape and location of existing and proposed construction with uses noted.
- See Section 3.120 of the Zoning Ordinance for additional information.
- The seal of a civil engineer or surveyor licensed in the State of Tennessee.

A site landscaping plan, either as a separate drawing or integrated with the site plan above, showing:

- The location of existing vegetation including all trees of over 18-inch diameter to be retained or removed.
- Proposed site landscaping with size, species, and numbers noted.
- The location of all walls, fences, and railings with indication of their height and construction materials
- The location of exterior lighting and types of illumination sources, adequate to determine its character and enable review of possible hazards and disturbances to the public and adjacent properties.
- The location of exterior freestanding signs.

Schematic building plans drawn to scale, including:

- Exterior building elevations indicating materials to illustrate their appearance.

The Ashland City Municipal Planning Commission may waive any of the

above submittals considered unnecessary. It may also require such other information or exhibits, including samples of proposed building materials, considered necessary to reach an informed decision on compliance with these design standards.

3.2 REVIEW PROCESS

1. Prospective applicants are encouraged to schedule an informal submission meeting with City staff early in the design phase, in order to be aware of conditions and constraints of the site and to familiarize themselves with the standards that will be applied.
2. The Ashland City Municipal Planning Commission will review proposals based on the standards and guidelines in this manual. The Planning Commission may approve plans as submitted, approve plans with specific conditions including items which must be changed, or disapprove plans but invite resubmission based on modified designs, or disapprove plans.
3. Copies of the minutes along with any conditions of approval by the Ashland City Municipal Planning Commission will be made available to the applicant. If the proposal has been disapproved, the Commission will indicate the changes which, if made, might result in approval of the project.
4. The City Building Official will be responsible for ensuring that any conditions imposed at the time of design approval are met in final plans submitted for building permits, and that final plans submitted are in substantial accord with plans submitted for approval.
5. Prior to obtaining a final permit for use and occupancy, the applicant must submit a certificate of compliance as provided in Article VII, Sections 7.030 (Building Permits) and 7.050 (Certificates of Occupancy) of the Zoning Ordinance.

4. A DESIGN REVIEW CHECKLIST

The checklist indicates items which must be addressed in the application for design approval. The items may be dealt with in drawings and exhibits, or in a written narrative which accompanies the application and notes how the design standards have been met.

1. Site Layout

- Site plan includes all the necessary information (see Submission Requirements).
- Percentage of site devoted to permeable surfaces.
- Distances between curb cuts and their widths noted.

2. Grading, Drainage and Topsoil Preservation

- Existing and proposed topography shown at 2-foot intervals.
- Estimates of the amounts of material to be exported or imported to and from the site.
- Runoff calculated and detention planned.

3. Preservation of Existing Trees and Site Features

- Existing trees and vegetation areas noted, with all trees over 18", diameter located precisely with tree type.
- Replacement trees for large trees to be removed shown.
- Special site features noted, with plan for their protection.
- Important views across the site to lakes or landmarks shown.
- Age of existing structures on site noted with plans for conservations of structures over 50 years old.

4. Architectural Character

- Building elevations shown with materials noted and colored to accurately represent built appearance.
- For prototype designs, indicate how they have been adapted to Ashland City setting.
- Location of building service areas noted, with screening provided.
- Location of exterior mechanical equipment noted, with plans for screening.

5. Parking Configurations

- Capacity of parking areas, lane and bay widths noted on plans.
- Directions of movement shown.
- Runoff locations and detention areas shown.
- Computation of landscaped area within parking areas made and noted.
- Plan for protecting existing trees in parking areas noted.

6. Landscape

- Location, size and species of all planting noted on plans.
- Note conformance of plans to minimum landscape standards.

7. Screening

- Locations of all screening shown on plans, along with designs for screening and materials.
- Note how screening plans conform to design standards.

8. Pedestrian Circulation

- Indicate location of sidewalks along street and pedestrian connections to sidewalk.
- Locate pedestrian areas on adjacent sites and indicate how connections

have been made to them.

9. Lighting

- Locate lighting sources and illustrate design of standards.
- Calculate lighting levels and evenness ratio.
- Indicate any special provisions to shield light from adjacent properties.

10. Signage

- Locate any project identification signs, major accessory business signs, directional signs or project directory signs on plans.
- Submit designs for each sign including details on illumination.
- Indicate on rendered elevations the size, location and character of all establishment signs mounted on the face of buildings.
- Make calculations of allowable sign area and compare to actual sign area proposed

Ordinance _____

AN ORDINANCE TO AMEND TITLE 1 OF THE ASHLAND CITY MUNICIPAL CODE BY ADDING A NEW CHAPTER 5 CREATING THE POSITION OF CITY ADMINISTRATOR

WHEREAS, Section 20 of the Charter of the Town of Ashland City provides in part that, “The City Council may appoint a City Administrator who shall be under the control and direction of the City Council including the hiring and firing of a City Administrator. The City Administrator shall report to and be responsible to the City Council. “

WHEREAS, Section 20 of the Charter also states that upon passage of an Ordinance that the City Council may require certain responsibilities of the City Administrator.

WHEREAS, the city council recognizes that hiring a trained management professional to oversee the day-to-day operations of the town is the best way to ensure the town’s services are provided in the most efficient and effective manner;

NOW THEREFORE, be it ordained by the council of the Town of Ashland City Tennessee as follows:

Section 1:

Title 1 of the Ashland City Municipal Code is amended by adding the following new Chapter 5:

Chapter 5 City Administrator

Section 1-401. Position created.

Section 1-402. Qualifications and selection

Section 1-403. Tenure and compensation

Section 1-404. Duties

Section 1-405 Bond

Section 1-406 Residency requirement

1-401. Position Created. There is hereby created the position of City Administrator.

1-402. Qualifications and selection. The city administrator shall, at a minimum, have a bachelor's degree, although a master's is preferred, in public administration, business administration, political science, or related field from an accredited college or university; with a minimum of 5 to 7 years executive management experience as a City Administrator/City Manager or Assistant City Administrator/Manager in Local government, or a closely related field which includes operations management, budgeting and managing personnel. The City administrator should have a working knowledge of government finance with proven experience in administering budgets and should possess high level communication skills.

The City administrator shall have the ability to analyze municipal operations and make recommendations to the Board for improvements. He or she shall have the ability to plan, assign, and coordinate the activities of city employees and other resources to achieve the most efficient and effective day-to-day operations. The city administrator shall have the ability to establish and maintain effective working relationships with the general public, employees, City Attorney, and elected officials. The city administrator shall be able to operate effectively and efficiently in a team environment. He or she shall be detail-oriented and self-motivated.

The city administrator shall be appointed by majority vote of the city council, and said appointment shall be based solely upon merit, considering each candidate's education, work experience, personal skills and technical skills. The mayor and city council members will jointly participate in interviews for the city administrator position.

1-403. Tenure and compensation. The city administrator shall be an employee at will of the Town and serve at the will of the city council. The city council shall determine appropriate employee benefits and compensation of the city administrator and said salary and benefits shall be provided for in the annual budget that is approved by the city council.

1-404. Duties. The primary duties of the city administrator will be assigned by the council and may include, but are not limited to, the following:

1. Responsible for the daily and efficient operation of city functions and services, works with department heads for the efficient operation of the city. Makes recommendations to the Council for improving quality and quantity of services.
2. Works with the City Recorder in preparing the agenda for city council meetings in consultation with the Mayor, council members, city attorney, all department heads, and the City Recorder.
3. Attends all official meetings of the city council and its committees including but not limited to the Planning Commission with the right to take part in all discussions, but not vote.
4. Recommend to the city council the adoption of all such ordinances, resolutions, or other action that he or she deems necessary.
5. Assist Mayor, Finance Director and department heads with preparation and implementation of the annual budget for all funds and departments and shall be responsible for oversight of departmental budget development.
7. Coordinate long range budget planning efforts and prepare Capital Improvement Plan budgets for the city.
8. Works with department heads to determine work procedures, work schedules to expedite workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
9. Facilitates positive, professional attitude among workers and resolves grievances. able to integrate the employees with the council to have a cohesive team in order to achieve goals and provide effective services.
10. Prepares a variety of studies, reports, and related information for decision making purposes as needed.
11. Nominate individuals to Mayor for appointment as department heads and supervise activities of all department heads.
12. Initiate discipline and discharge proceedings against department heads and assists department heads with discipline and discharge of employees with the concurrence of the Mayor.

13. Provides professional advice to the council and department heads; makes presentations of the Board and committees, civic groups, and general public.
14. Keep the council advised as to the condition and needs of the City. Provides leadership and direction in the development of short and long range plans; gathers, interprets and prepares data for studies, reports and recommendations; coordinates department activities
15. Report to the council the condition of all equipment, buildings, and real estate.
16. Monitor all available grant opportunities and administer and coordinate all state and federal grants received by the city.
17. To implement personnel ordinances, rules and regulations as adopted by the Council.
18. Represents the Mayor and the city at various meetings, functions, and events; serves as a liaison to various civic or governmental organizations and committees; confers regularly with officials from the other municipalities, chamber of commerce, authorities and commissions and keeps the Mayor apprised of activities.

Section 1-405. Bond. The city administrator shall be bonded in such sum as may be fixed by and with such surety as may be acceptable to the city council. The town shall pay the cost of said bond.

Section 1-406. Residency requirements. The city administrator need not be a resident of Ashland City or Cheatham County. However, the city administrator should live within a distance agreed upon between the City Administrator and the city council so all functions of the position can be more efficiently fulfilled.

Section 2

This Ordinance shall take effect 20 days from and after its final passage.

Passed 1st reading _____

Passed 2nd reading _____

Mayor

Interim city recorder

RESOLUTION 2023-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO
AMEND THE PUBLIC SPEAKING PROCEDURE**

WHEREAS, the Town of Ashland City wishes to amend the procedure to speak during public forum;
and,

WHEREAS, the Town of Ashland City wishes to address the change in the law to be consistent with
Chapter 300 of the 2023 Legislation that amends Title 8, Chapter 4, Part 1.

WHEREAS, The Mayor and Council have authorized the attached exhibit as the official procedure for
speaking before the regular City Council meetings, Special Called Council meetings, City
Council workshops, Planning Commission meetings, Board of Zoning Appeals, Beer
Board, and Parks and Recreation Board. There shall be no public comment period for any
meetings done solely for the purpose of conducting a disciplinary hearing for a member of
the governing body or employee.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN
OF ASHLAND CITY, TENNESSEE** that the Procedure for Speaking before the Council/Board,
attached hereto, is hereby approved and adopted and shall become effective immediately following the
passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 11th day of April 2023
move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

Violet Black, Interim City Recorder

COMPLETE THIS FORM TO SPEAK DURING THE PUBLIC FORUM

Welcome to the Town of Ashland City meeting. Please complete this form if you would like to address the Council/Board during the Public Forum section of the meeting. After completing this form, hand it in to the transcriber of the meeting. Your name will be called by the Mayor or Chairperson. Please read the ***Procedure for Speaking Before the Meeting*** on the bottom and reverse side of this form. The purpose of this form is to clearly document the speaker's information and allow as many speakers as possible in the allotted time. As such, they may not address the issue or concern you have at this time but may instead inform you of when the issue will be addressed at a future meeting or what department will be forwarded the issue for follow-up.

Date: _____

Name: _____

Address: _____

Phone Number: _____

Email (optional): _____

Subject to be addressed: _____

Procedure for Speaking Before the Council

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed a max of 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.

- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.
- * Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.
- * **No one shall make open comments during the meeting.**

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Ashland, TN hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Ashland, TN	Population- <u>4800</u>
233 Tennessee Waltz Parkway Ashland, TN 37015	Prepared by: Nathan Romrell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development Package - Available on any computer, tablet, or mobile device using Chrome browser - Code Enforcement with OpenStreetMap - Permit Management with OpenStreetMap - Quarterly parcel upload - Track contractors and their associated permits and inspections - Free letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.	\$3,348.00	Annual
Cross Connection Management - Available on any computer, tablet, or mobile device using Chrome browser - Includes Portal for testers to submit results online - Ability to upload and record test results - Generate and send reminder letters - Includes Premium Data Package, 25MG upload size and 100GB of storage - Store pictures, documents, survey results and device information	\$2,250.00	Annual
GIS RestServices Community Development - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications via Rest Services. iWorQ will update property details monthly. *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.	\$750.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$6,348.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$335.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

- IV. This agreement combines existing services (community development package & cross connection management) totaling \$5,598 with proposed services(GIS Rest Services) totaling \$750 for a new annual total of \$6,348. Added services may be prorated.
- V. iWorQ will start implementation upon receiving a signed agreement. We will waive all fees through September 30 2023 and send a full invoice on October 1 2023 for the full subscription.



MIDCUMBERLAND

Human Resource Agency

CLIENT TRANSPORTATION AGREEMENT

THIS CLIENT TRANSPORTATION AGREEMENT (the “Agreement”) is made and entered into effective as of the 1st Day of July, 2023, by and between **Mid-Cumberland Human Resource Agency, Inc.** (“Provider”) and **Senior Center at Ashland City** (“Contractor”).

RECITALS:

WHEREAS, Contractor needs non-emergent transportation services provided for individuals (“Members”) referred to Provider by Contractor originating in **Cheatham County** with destinations in **Cheatham County** (the “Service Area”); and

WHEREAS, Provider provides non-emergent transportation services; and

WHEREAS, Contractor and Provider have determined to enter into an agreement pursuant to which Provider will provide non-emergent transportation services for Members in the Service Area pursuant to the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Term. **The initial term shall commence July 1, 2023 and continue until June 30th, 2024 as herein provided.**
2. Duties and Responsibilities of the Parties.
 - a. Provider shall receive assignments from Contractor for non-emergent standard transport of Members from locations within the Service Area to locations within the Service Area. Provider shall schedule and provide such standard non-emergent transportation for Members, including, when applicable, scheduling return trips for Members transported to medical appointments.
 - b. Provider may schedule multiple Members per vehicle so long as no Member thereby spends greater than one (1) hour in the vehicle more than such Member would spend on the vehicle if he or she were the only passenger.
 - c. Each Member assigned to Provider shall be allowed one (1) and only one (1) escort to ride with such Member free of charge. Under no circumstances will Provider be required to provide an escort for any Member.

d. Provider shall make non-emergency transportation services provided under this Agreement to be available [Monday through Friday between the hours of 6 am and 6 pm] [to the Senior Center at Ashland City who agrees to pay General Public Fares for their Clients who are transported by MCHRA Public Transit to/and from the Senior Center at Ashland City after MCHRA's Title IIIB trips have been exhausted per monthly allocations. General Public Fares are \$2.00 per one way trip within the city limits of Ashland City, and are \$3.00 per one way trip within Cheatham County.

e. Provider shall establish, maintain, equip, and properly supervise a base of operations in order to adequately provide transportation services to Members.

f. Provider agrees to be available and adequately staffed to furnish services to Members.

g. Each party hereto shall provide to the other party hereto upon such other party's request a copy of all appeals and complaints received by such party.

h. Provider shall provide annual minimal training requirements to all drivers of vehicles providing transportation under this Agreement, including new driver training and periodic training covering customer service, health and safety issues, legal requirements and other related subjects.

i. Provider agrees that each driver shall meet at a minimum the following requirements:

- (1) Maintain a current DOT certification card where required.
- (2) Hold a valid Tennessee Class D driver license with an F (For Hire) Endorsement or CDL.

j. Provider agrees to the following maintenance requirements:

- (1) Provider shall monitor maintenance and mileage records for each vehicle.
- (2) Provider shall conduct scheduled preventive maintenance program every 5,000 miles.
- (3) Provider shall repair any unscheduled maintenance failure in a timely manner.

k. Provider agrees to the following vehicle requirements:

- (1) The identification of Provider is decaled on each vehicle including name and telephone number.
- (2) Each vehicle is equipped with safety equipment including First Aid Kit, Bio Hazard Kit, Fire Extinguisher, Seat Belt Cutter, Emergency Triangles and Rail Road Crossing Decals.

(3) Each vehicle is equipped with a communication device, e.g. two-way radio or cell phone.

l. Provider shall ensure that all vehicles, lifts, and other equipment used are maintained at a high level of cleanliness, safety, and mechanical soundness, and any damage to said vehicles, lifts, and/or other equipment shall be repaired promptly and completely.

3. Sub-Contracts. The parties hereby agree that they shall not enter any agreements with other parties to provide the services required to be performed for the other party under this Agreement without the prior written consent of the other party.

4. Payment for Services.

a. As compensation for the transportation services provided hereunder for each Member, Contractor shall pay Provider at the rates set forth in Exhibit A attached hereto and incorporated herein by reference.

b. Provider shall submit bills to Contractor on a monthly basis for services provided hereunder. Contractor shall pay Provider all amounts owed within fifteen (15) days of submission of a valid bill by Provider to Contractor.

5. Advertising and Public Relations. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transported patients.

6. Independent Contractor Status. The parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

7. No Inducement to Refer. This Section 7 applies only if Contractor is a health care provider. Nothing contained in this Agreement shall require either party to refer any patients to the other party. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and Physician Ownership and Referral Act (commonly known as the Stark Law). The parties intend to comply with as many requirements as practicable of the Safe Harbor relating to compensation payable in personal service arrangements, as set forth in 42 U.S.C. §1320a-7b and as set forth in the "safe harbor" regulations at 42 C.F.R. §1001.952. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

8. Access to Books and Records of Subcontractor. This Section 8 is applicable only if Contractor is a health care provider. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Provider, upon receipt of the express written consent of Contractor, carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the parties hereto by virtue of this Agreement.
9. Termination. This Agreement may be terminated immediately for cause upon written notice to the defaulting party. This Agreement may also be terminated at any time, with or without cause, by either party, upon thirty (30) days' advance written notice to the other party. Contractor shall pay Provider all fees due and owing Provider for services provided through the date of termination.
10. Confidentiality. Contractor and Provider agree that the Agreement, and any materials and discussions related to the services provided under this Agreement are strictly confidential and that the parties and their agents, servants, employees, or independent contractors will not disclose the contents of or existence of this Agreement and contents of or existence of any related materials or discussions to any outside third parties, without the written consent of the other party, except as required by Federal and State or local laws, or by order of a court of competent jurisdiction.
11. HIPAA. This Section 11 and Exhibit B is applicable only if Contractor is a "covered entity" as defined by the Privacy Regulations (defined below) and provides PHI (defined below) to Provider. Because Contractor may disclose to Provider individually identifiable health information relating to the assigned Members ("Protected Health Information" or "PHI"), Provider may be deemed to be a business associate of Contractor under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations ("Privacy Regulations") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations ("Security Regulations") set forth at 45 CFR Parts 160, 162, and 164. Provider agrees to comply with the HIPAA requirements set forth in Exhibit B and incorporated herein by reference.
12. Non-discrimination. Provider shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors. This Agreement incorporates by reference the contract clauses of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973, as amended, and the

Vietnam Era Veterans' Readjustment Assistance Act, as amended, 38 U.S.C. Section 4212.

13. Conflicts of Interest. Contractor and Provider warrant that no part of the total amount of fees paid hereunder 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 Contractor or Provider in connection with any work contemplated or performed relative to this Agreement.
14. Nonwaiver. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
15. Governing Law. The interpretation and enforcement of the Agreement will be governed by the laws of the State of Tennessee, without regard to any conflicts of law provisions contained therein.
16. Assignment. This Agreement may not be assigned in whole or in part without the express written consent of the other party.
17. Invalid Provision. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
18. Amendment. This Agreement may be amended only by a written agreement signed by the parties hereto.
19. Notice. Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt request and addressed to the party to this Agreement to whom notice is being given.

If to Contractor: JT Smith, Mayor
c/o Senior Center at Ashland City
104 Ruth Drive
Ashland City, TN

If to Provider: Anna Perry, Transportation Director
Mid-Cumberland Human Resource Agency, Inc.
1101 Kermit Drive; Suite 300
Nashville, TN 37217

With a copy to: Kim Harvey Looney, Esq.
Waller Lansden Dortch & Davis, LLP
Suite 2700
511 Union Street
Nashville, TN 37219

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.
21. Binding Agreement. This Agreement shall be binding upon the successors or assigns of the parties hereto.
22. Authorization for Agreement. The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions, or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each party in accordance with its terms.
23. Force Majeure. No party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.
24. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any individual or entity not a party to this Agreement.
25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
26. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures follow on next page.]

IN WITNESS WHEREOF, Contractor and Provider have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

Contractor:

Senior Center at Ashland City

By: JT Smith
Title: Mayor, Ashland City

Provider:
**Mid-Cumberland Human Resource Agency,
Inc.**

By: Anna Perry
Title: Transportation Director

EXHIBIT A

COMPENSATION SCHEDULE

	Per Participant Per Authorized One Way Trip Leg
AMBULATORY AND WHEELCHAIR PATIENTS	<p><i>Members Transport</i> <i>MCHRA General Public fare rates per person in Service Area.</i> *Fares are subject to change with agencies Fare policies.</p>
PERSONAL CARE ATTENDANT	<p>One (1) Personal Care Attendant is allowed at no extra charge.</p>
CANCELLATION & NO SHOWS	<p>Cancellations more than 2 hours prior to scheduled pick-up will incur no charge Cancellations less than 2 hours prior to schedule pick-up will be charged a \$30.00 cancellation/no show fee</p> <p>No shows are defined as scheduled trips where client is not at trip origination address; drivers will wait 5 minutes after arrival prior to leaving before marking trip as a no show. There will be a flat \$30.00 no show fee.</p>

EXHIBIT B

HIPAA REQUIREMENTS

1. **Permitted Uses and Disclosures.** Provider shall not use or disclose any PHI other than as permitted by this Agreement in order to perform Provider's obligations hereunder or as required by law. Provider shall not use or disclose the PHI in any way that would be prohibited if used or disclosed in such a way by Contractor.

2. **Minimum Necessary Information.** Provider shall only request from Contractor, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Provider's responsibilities under this Agreement.

3. **Reporting.** If Provider becomes aware of any use or disclosure of PHI in violation of this Agreement, including any "security incident" as defined by the Security Regulations, Provider shall immediately report such information to Contractor. Provider shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this Agreement or any security incident. Provider shall cooperate with Contractor to mitigate any harm caused by such improper disclosure.

4. **Agents and Subcontractors.** Provider shall require its employees, agents, and subcontractors to agree not to use or disclose PHI in any manner except as specifically allowed herein, and shall take appropriate disciplinary action against any employee or other agent who uses or discloses PHI in violation of this Agreement. Provider shall require any agent or subcontractor that carries out any duties for Provider involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Provider containing provisions substantially identical to the restrictions and conditions set forth in this Section.

5. **Mid-Cumberland Policies, Privacy Practices, and Restrictions.** Provider shall comply with all Contractor notices, policies, and procedures, including updates thereto provided from time to time by Contractor, and shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.

6. **Patient Rights.** Provider acknowledges that the Privacy Regulations require Contractor to provide patients with a number of privacy rights, including (a) the right to inspect PHI within the possession or control of Contractor, its business associates, and their subcontractors, (b) the right to amend such PHI, and (c) the right to obtain an accounting of certain disclosures of their PHI to third parties. Provider shall establish and maintain adequate internal controls and procedures allowing it to readily assist Contractor in complying with patient requests to exercise any patient rights granted by the Privacy Regulations, and shall, at no additional cost to Contractor, immediately comply with all Contractor requests to amend, provide access to, or create an accounting of disclosures of the PHI in the possession of Provider or its agents and subcontractors. If Provider receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Provider shall immediately forward the request to Contractor.



July 26, 2023

JT Smith, Mayor
Town of Ashland City
233 Tennessee Waltz Parkway, Suite 103
P.O. Box 36
Ashland City, TN 37015

Dear Mayor Smith:

Enclosed is the contract for your FY2024 VCIF award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract and Certification Packet** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. All signed contracts must be submitted electronically. Please return the contract to the enclosed address by **Thursday, August 15, 2023**. Please contact your Project Management Specialist (see below) with any concerns or questions.

***Note, please return the entire document packet, with signature pages included (rather than just a signature page).**

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.

Additional Requirement: 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”) form (accessible through the Edison Supplier portal).

Your Project Management Specialist is Ben Weinstein. For questions or assistance regarding this contract, please contact Ben Weinstein, at (615) 687-7061, or email Benjamin.Weinstein@tn.gov.

Sincerely,

Jennifer Brinkman
Director

cc: Kenneth Ray, Chief of Police
File



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 9/1/2023	End Date 6/30/2025	Agency Tracking # -	Edison ID
Grantee Legal Entity Name Town of Ashland City			Edison Vendor ID 1534
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A	
		Grantee's fiscal year end: June 30	
Service Caption (one line only) VCIF, Formula Based Grant			
Funding —			
FY	State	Federal	Interdepartmental
FY24	\$79,367.00		
FY25	\$4,812.00		
TOTAL:	\$84,179.00		\$84,179.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - GG</i>	
Speed Chart FA00003518	Account Code City - 71302000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
TOWN OF ASHLAND CITY**

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 Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

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 9/1/2023 ("Effective Date") and extend for a period of Twenty Two (22) 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 Eighty Four Thousand One Hundred Seventy Nine Dollars (\$84,179.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024 and Attachment A-1 for fiscal year 2025, 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 ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

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

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

Ben Weinstein, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Benjamin.Weinstein@tn.gov
 Telephone # (615) 687-7061

The Grantee:

Kenneth Ray, Chief of Police
 Ashland City Police Department
 233 Tennessee Waltz Parkway, Suite 101
 Ashland City, Tennessee 37015
 Email: kenny.ray@ashlandcitytn.gov
 Telephone # (615) 405-8778

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—200.326 when procuring property and services under a federal award.

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

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

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

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance

and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. 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.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

- b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

GRANTEE SIGNATURE

DATE

JT Smith, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VCIF
OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Town of Ashland City Federal ID Number (FEIN): 62-6000239 DUNS Number: SAM Expiration Date: Fiscal Year End Date: June 30	Implementing Agency: Name: Ashland City Police Department Address: 233 Tennessee Waltz Parkway, Suite 101 Ashland City, TN 37015-
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Will You Have Any Subcontracts? Yes

Project Title: Formula Based Grant

AUTHORIZED OFFICIAL - Contact Information

(Name, Title, and Complete Mailing Address) JT Smith, Mayor 233 Tennessee Waltz Parkway, Suite 103 P.O. Box 36 Ashland City, 37015	Phone Number: (615) 405-8778 EXT:	E-Mail Address: jtsmith@ashlandcitytn.gov
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PROJECT DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address) Kenneth Ray, Chief of Police 233 Tennessee Waltz Parkway, Suite 101 Ashland City, 37015	Phone Number: (615) 405-8778 EXT:	E-Mail Address: kenny.ray@ashlandcitytn.gov
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FINANCIAL DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address) Gail Bowman, Financial Director 233 Tennessee Waltz Parkway Ashland City, 37015	Phone Number: (615) 792-5618 EXT:	E-Mail Address: gbowman@ashlandcitytn.gov
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County/Counties Served (Type ALL if Statewide):
 Cheatham

U.S. Congressional District(s): 6

**Formula Based Grant - Scope of Services
Violent Crime Intervention Fund Grant
FY 2023-2025**

APPLICANT AGENCY NAME: Ashland City Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

A.1: *Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.*

Located in Cheatham County in northwest Tennessee, the Town of Ashland City has a population of approximately 5,193 people (2020 Census) and the city spans approximately 10.8 square miles. The demographic make-up of the city is approximately 80.4% White, 5.95% African American, 4.43% other and 8.2% Hispanic or Latino. The Town of Ashland City is the home of State Industries, now known as A.O. Smith, where they produce water heaters. Recently, the city limits were extended to include the industrial park which is home to Nashville Fabrication and Caymas Boats. The Town of Ashland City also hosts two large events annually: Summerfest and Music on Main. Those events attract hundreds, and sometimes thousands, of people.

According to TIBRS (Tennessee Incident Based Reporting System) data, between 2020 and 2022, Ashland City responded to 19 aggravated assaults and 761 drug incidents. Additionally, the Town of Ashland City had 110 domestic violence incidents in that time frame.

While drug crime, in and of itself, is not a violent crime, there is a link between drug crime and violent crime. Approximately 5% of aggravated assaults and 3% of homicides in Tennessee are related to drug activity. Furthermore, with the increased potency of opioids, drug overdoses that result in death are becoming more and more common. Based on the statistics above, it is apparent there is an issue within our community with overdoses and overdoses resulting in deaths. In these cases, if the supplier can be identified, there may be resulting murder charges. It should be noted that violent crime numbers in Tennessee, as a whole, are significantly higher than the national average which, therefore, increases the possibility that law enforcement officers will encounter violent crime incidents, even if they are not currently, or traditionally have been, prevalent in their community.

Additionally, active shooter incidents have increased significantly across the United States since 2019 with a 33% increase between 2019 and 2020, and a 52.5% increase between 2020 and 2021. Overall, active shooter incidents have increased 96.8% since 2017. Furthermore, 61 of these incidents occurred in 30 states in 2021. 3 of those were in Tennessee. (*FBI Active Shooter Incidents in the United States in 2021* report). The nature of these incidents does not allow law enforcement agencies the luxury of knowing if or when they could happen in their own community; as a result, it is incumbent on the agency to be prepared in the event of an active shooter. Having large manufacturers and retailers, like A. O. Smith and Walmart, within our small community strongly increases the chances

of an active shooter incident occurring. Hosting large events like Summerfest and Music on Main, makes it a target due to the large crowds allowing for mass casualties.

A.2: *Based on the information provided above, please identify which target crime types, victim types, hot spots, and other areas and issues of particular interest VCIF funding will help to address.*

The Ashland City Police Department plans to use the VCIF funding to address officer safety and their ability to respond safely to all incidents of violent crime. The drug use in our community grows daily and a large part of overdoses come from dark parking lots and parks. The funds will also be used to purchase the necessary equipment to protect our officers in active shooter situations which are becoming more and more prevalent every day. Making sure that the Ashland City Police Department is prepared to handle such an extreme situation will not only bring relief to the officers, but also the community. Additionally, with the regular influx of people coming into Ashland City for work and pleasure, Ashland City Police Department plans to use VCIF funding to improve their investigative capabilities of all violent crime by purchasing license plate readers (LPR's).

A.3: *Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?*

The Ashland City Police Department is a small agency with 16 officers, a Deputy Chief, and Chief. The police department provides 24-hour coverage, year-round. As a result of this, Ashland City Police Officers are frequently working by themselves with the only backup being officers from surrounding agencies. The police department operates on a small budget and as a result, does not have the funds to purchase equipment that is essential to effectively respond to violent crime incidents including domestic violence. Ashland City police officers find themselves in increasingly dangerous situations without the necessary equipment to ensure the officers' safety and the safety of all involved parties. The VCIF funding would allow Ashland City Police Department to purchase active shooter kits and license plate readers (LPR's) which in turn would improve officer safety, the efficacy of violent crime responses and investigations, and the safety of the community.

B. PURPOSE

GOAL 1: Improve investigation of violent crime.

Objective 1.1: Improve digital evidence capabilities with license plate readers.

Activity 1.1.1: Work with a state contract vendor to purchase fixed license plate readers.

Activity 1.1.2: Identify proper placement locations on state right of ways in heavily traveled areas and areas prone to drug overdoses.

Activity 1.1.3: Host training for staff on the usage and accessing the collected data, including detective and investigator training.

GOAL 2: Prepare officers for active shooter situations.

Objective 2.1: Purchase necessary equipment to protect and assist officers during an active shooter situation.

Activity 2.1.1: Train officers on the use of equipment

Activity 2.1.2: Host active shooter drills

C. COLLABORATION

C.1. *Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.*

Although there will not be any formal collaboration agreements, we plan to work cooperatively with surrounding agencies or agencies that entered the license plate to help aide in their investigations.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

D.1. *List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?*

The Ashland City Police Department plans on purchase the following items:

21 Active Shooter Kits: The helmets are tactical and provide head protection against handgun, blunt force trauma, and environmental threats. They contain face shields that protect the face. Ballistic vests are designed to protect the officer's torso and vital organs from penetration by projectiles and other objects that may cause significant or fatal injury.

9 License plate readers: LPRs are small, high speed cameras systems that automatically capture all license plate numbers that come into view, along with the location, date, and time. They provide the capability of searching for specific license plates, alerting if it is detected; it also has historic search capabilities. The LPRs will be mounted on state right of ways. Note that this item will be purchased on statewide contract. The agency will work with TDOT in order to install and operate the LPRs on state right of ways.

D.2: *List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.*

No staff will be hired as part of this grant proposal.

D.3: *Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed***

on your budget will enable or enhance the Goal(s), Objectives, and Activities listed above.

Improving the Ashland City Police Department's ability to respond to violent offenders and situations will increase officer safety, as well as the safety of those involved in the situation, and the community as a whole.

License plate readers are a powerful tool in violent crime investigations. They allow investigators to search for vehicles that have been identified as being involved in violent crime. Furthermore, they can generate a pattern of travel or place a vehicle in a certain location at a specific time. All of these things serve to generate leads and help contribute towards the successful prosecution of violent offenders. Additionally, LPRs can alert police to the presence of stolen vehicles and can be crucial in resolving time-sensitive issues such as Amber Alerts. Research has shown that LPRs result in more follow-up arrests than traditional policing methods with less manpower making them a cost-effective way to combat violent crime.¹ The LPRs will be installed on state rights-of-way, in locations that will maximize their usefulness including the walking track, the park parking lot, and on the main highway. Ashland City Police Department will work with TDOT in the purchase and installment of the LPRs on specific roadways within our agency's jurisdiction. There will be an annual equipment maintenance fee associated with the LPRs that is incorporated into the agency's budget.

Active shooter kits will not only provide protection for our officers, but they will also provide comfort knowing we are prepared to handle such a horrifying situation. Body armor is used to protect an officer's torso and vital organs from any firearm projectile or other object that may penetrate it causing seriously bodily harm or death. The vast majority of felonious police officer deaths are attributed to firearms (*FBI Law Enforcement Officers Killed and Assaulted (LEOKA) report 2020*). A National Institute of Justice funded study found that officers that wore body armor were 76% more likely to survive being shot in the torso than officers who were not wearing body armor.² Officer deaths in which they were wearing body armor often times occurred because either the injury was sustained to a part of the body not protected by body armor or because of ill-fitting body armor that allowed the bullet to enter the torso under the armor or through the side panels.³ The ballistic helmets will help further minimize the risk of serious or fatal injury to the officer by protecting the head. Providing officers with improved tactical equipment will allow them to intervene quickly and effectively in an active shooter situation to address the threat and minimize the loss of life. Active shooter drills will be implemented to train our officers how to use the equipment and assist in preparing a fool proof plan in a real active

¹ Ozer, M. (2016). Automatic license plate reader (ALPR) technology: Is ALPR a smart choice in policing? *The Police Journal*, 89(2), 117–132. <https://doi.org/10.1177/0032258X16641334>

² Mark Greene, "Body Armor: Protecting Our Nation's Officers From Ballistic Threats," November 14, 2018, [nij.ojp.gov](https://nij.ojp.gov/topics/articles/body-armor-protecting-our-nations-officers-ballistic-threats): <https://nij.ojp.gov/topics/articles/body-armor-protecting-our-nations-officers-ballistic-threats>

³ Bruce Taylor, Bruce Kubu, Kristin Kappleman, Hemali Gunaratne, Nathan Ballard, and Mary Martinez, *The BJA/PERF Body Armor National Survey: Protecting the Nation's Law Enforcement Officers*

shooter situation.

D.4: *What impact will this funding have on your agency's ability to respond to violent crime?*

The VCIF funding will provide Ashland City Police Department with the ability to purchase equipment that would not otherwise be available due to budget restrictions. These items will allow Ashland City police officers to respond to violent crime incidents effectively and safely; therefore, improving their ability to arrest and prosecute violent criminals. The safety of officers and the community is paramount. The addition of active shooter kits for the Ashland City police department provides them with a tool to successfully prepare for active shooter situations. Additionally, the LPR's will provide Ashland City Police Department with the investigative capabilities to identify and apprehend violent offenders.

SIM cards will be purchased and utilized for the LPRs. These SIM cards are used to store and secure identifying information and data associated with these devices. The SIM card purchase and data storage costs will be applicable in FY24 and FY25.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

Length of Time	Activity	Individual Responsible
30 days after contract execution	Engage with state contract vendor to purchase license plate readers and the vendor to purchase active shooter kits.	Chief Kenneth Ray
6 months after contract execution.	All license plate reader equipment is purchased and installed.	Chief Kenneth Ray
6 months after contract execution	All officers fitted for active shooter kits.	Chief Kenneth Ray
6 months after contract execution	All personnel trained on the use of the license plate readers and use of active shooter equipment.	Chief Kenneth Ray
Ongoing	Host active shooter drills and continue training on license plate readers for new hires and updates.	Chief Kenneth Ray
Report submission as required	Required benchmark and outcomes reporting	Chief Kenneth Ray
End of Contract Period	Submit program output report.	Chief Kenneth Ray

E. OUTPUTS

E.1. *The following performance measures will be reported as required. Please select the appropriate OUTPUTS from the VCIF Abstract and include any additional Outputs your strategy will yield:*

- Purchase nine (9) license plate readers to be installed on state right of ways.
- Purchase twenty-one (21) active shooter kits to protect officers in active shooter situations.

F. DATA COLLECTION AND INFORMATION SHARING

F.1 *Please describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.*

During the contract period, the Ashland City Police Department will gather data using our records management software, Tyler, to keep track of violent crime trends and data. This provides the police department with the capability to generate reports based on specific crimes at any time and monitor the effect of the newly acquired equipment on violent crime intervention and officer safety.

Additionally, the Ashland City Police Department will continue with accepted TIBRS standards and practices in reporting crime statistics. This will allow the Ashland City Police Department to measure the efficacy of the newly implemented technology with regards to violent crime intervention.

G. ACCOUNTABILITY

G.1 *Describe how this funding will have long term impact on the violent crime in your region.*

The VCIF funding will allow the Ashland City Police Department to improve their ability to respond to violent crime through the addition of license plate readers, and active shooter situations, should they arise, with active shooter kits. With this equipment, the Ashland City Police Department will be able to respond safely and effectively to incidents of violent crime ensuring the safety of the community. Ashland City is a small community and the money provided by the VCIF allows the police department to purchase equipment that they would not have been able to afford. The VCIF funding ensures that the Ashland City Police Department is well-equipped to address any violent crime that may arise in the community.

- G.2 *Include information on how enhanced collaborations, improved investigations and newly fostered community relationships will be sustained.*

The acquisition of new equipment through the VCIF funds will improve the Ashland City Police Department's ability to intervene in and investigate violent crime with successful outcomes. As a result of this new equipment, it is hoped that the community will respond positively to the police department's ability to better resolve violent crime investigations, as well as address overdoses, drug activity, and active shooter possibilities, thus further fostering a long-term positive relationship between the police department and the community that they serve.

- G.3 *Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.*

All items purchased via the VCIF funding will be inventoried and maintained by the Project Director, Chief Kenneth Ray. Additionally, the Ashland City Police Department will also follow standard operating procedures or policies to ensure the appropriate use of the newly acquired equipment.

GRANT BUDGET				
AGENCY NAME: Town of Ashland City Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 09/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$3,240.00	\$0.00	\$3,240.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$19,236.00	\$0.00	\$19,236.00
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	\$56,891.00	\$0.00	\$56,891.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$79,367.00	\$0.00	\$79,367.00

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/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Town of Ashland City Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees: SIM Cards for 9 LPR's	\$3,240.00
TOTAL	\$3,240.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Sensitive Minor Equipment: 21 Active Shooter Kits that include Helmets and Vests (One time purchase) \$19,236	\$19,236.00
TOTAL	\$19,236.00

CAPITAL PURCHASE	AMOUNT
Capital Purchase: 9 LPR units at \$55,782.00 plus shipping	\$56,891.00
TOTAL	\$56,891.00

GRANT BUDGET				
AGENCY NAME: Town of Ashland City Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$4,812.00	\$0.00	\$4,812.00
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
25	GRAND TOTAL	\$4,812.00	\$0.00	\$4,812.00

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/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Town of Ashland City Police Department

FUND SOURCE: State VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees: Annual Equipment Maintenance Fee for 9 LPRs	\$1,809.00
Professional Fees: 12 months of data for 9 LPRs via SIM Cards	\$3,003.00
TOTAL	\$4,812.00

Instructions for Completing the Certification Forms

- Read the certifications thoroughly prior to completing the certification documents.
- Please ensure that the **Authorized Official** (the same person who signed the Grant Contract) signs each certification.
- Agencies should review the certifications to ensure they are completed in full with signatures and dates.
- Agencies should make a copy of the completed certifications and keep them in their agency grant file.
- Completed certification forms should be returned to OCJP along with the signed Grant Contract. Please return entire document - stand-alone signature pages will not be accepted.

Violent Crime Intervention Fund Equipment Certification

Pursuant to Title III-2 Item 3.5 to the Department of Finance and Administration, Office of Criminal Justice Programs, identified on page B-19 of the 2022-2023 Budget Document, the Violent Crime Intervention Fund (VCIF) shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. All recipients of VCIF grants **shall certify to abide by the following requirements for all equipment, materials, technology, and other expenses funded in whole or in part with VCIF grant funds, at any point throughout the life of the grant.**

As an authorized representative of a law enforcement agency receiving a VCIF grant, I certify that this agency shall:

1. Have and maintain a current certification by the Tennessee Association of Chiefs of Police throughout the life of this grant and limit the use of all VCIF-grant funded equipment, materials, and technology only to those agency employees with active certification by the Tennessee Police Officer Standards and Training Commission (POST). 105 (see Schedule A).
2. Comply with all applicable federal and state laws (including, but not limited to, Federal Aviation Administration [FAA] and other Federal agency requirements, Tennessee Code Annotated, and State of Tennessee agency regulations and rules), including but not limited to TCA 39-13-609 specific guidance with regard to usage of unmanned aerial vehicles/drones (UAVs).
3. Have and maintain a current certification from the Tennessee Association of Chiefs of Police regarding its Use of Force and Duty to Intervene and Render Aid policies. The Agency must also comply with all applicable law regarding use of force and certification of use of force policies, including but not limited to TCAs 38-3-121, 38-8-101, 38-8-113, 38-8-127:130, and 40-6-105.
4. Comply with all local county/municipal government rules and ordinances governing procurement, use, inventory, and storage of the grant funded equipment and services purchased with grant funds.
5. Comply with all applicable agency policy, procedure, and protocol related to the acquisition, use, maintenance, or storage of the grant funded equipment and services, including developing and implementing policies and procedures required by state, federal, or local law or ordinance, and Schedule A of this certification.
6. Provide all employees training regarding appropriate use of VCIF-funded equipment prior to the use of such equipment.
7. Utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF funds only for its expressed intended scope and purpose as outlined in Attachment A of the VCIF contract ("scope document") during the life of this grant and all extensions of the grant period.
8. Provide notice of any agency non-compliance with certifications number 1-7 above to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said non-compliance, and provide a detailed report outlining said non-compliance no later than 48 hours from discovery, unless an extension is granted to the Agency; **AND**

9. Provide notice of the death of any person related to the use of any grant funded equipment, program, or service to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said death and submit a detailed report outlining the circumstances surrounding said death no later than 48 hours from discovery unless an extension is granted to the Agency.

By my signature below I acknowledge that I have read and understand the requirements and obligations stated in this certification document including Schedule A and Attachment A to the VCIF contract and, as the duly Authorized Official for the agency, certify that the agency shall comply with all the stated requirements and obligations.

I further expressly acknowledge and agree that the agency is bound by the stated requirements and obligations now and unless stated otherwise above after the expiration of the VCIF funding contract and that these provisions form a material part of the consideration for the award of VCIF grant funds appropriated.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Schedule A – Agency Policies and Protocols for Certain VCIF-funded Equipment and Technology

Prior to the use of VCIF-Funded Equipment, Technology, or Services, the Agency shall have in place official Standard Operating Procedures (SOP) that specifically govern the following subject matter as outlined below:

1. **Training on Appropriate Use of VCIF-funded Equipment:** When developing the SOP outlining appropriate use of VCIF- funded Equipment, VCIF funded agencies should examine scenarios in which VCIF-funded equipment will likely be deployed, the decision-making processes that will determine whether such equipment is used, and the potential that both use and misuse of such equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety.
2. **Supervision of Use:** The SOP must specify what constitutes appropriate supervision of personnel operating or utilizing VCIF-funded equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. SOP must describe when a supervisor of appropriate authority is required to be present and actively overseeing the use of the equipment in the field.
3. **Effectiveness Evaluation:** The SOP must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of VCIF-funded equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often such equipment is used or whether such equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.
4. **Auditing and Accountability:** The SOP must include strong auditing and accountability provisions that state that the VCIF-funded agency personnel must agree to adhere to agency, state, local, tribal, territorial, and Federal law and policies associated with the use of VCIF-funded equipment and acknowledge and agree that they will be held accountable for failure to do so.
5. **Use of Force:** The SOP shall mandate compliance with Agency’s Use of Force and Duty to Intervene and Render Aid policy when using VCIF-funded equipment.
6. **UAV Coordinator:** The SOP must delegate a UAV coordinator to develop and manage drone policies and procedures, update policies for compliance with federal, state, and local laws and regulations, and ensure operators are trained and certified. Specifically, the Coordinator must ensure that the agency complies with all registration and certifications administered by the [FAA and all Certificates of Waiver or Authorization \(COA\)](#) for specific UA activities; implements a prohibition on the intentional recording or transmission of images of any location where a person would have a reasonable expectation of privacy absent exigent circumstances, or a warrant; and implements a prohibition on weaponization of drones.
7. **Recordkeeping:** The SOP shall include a document and data retention requirement for all requests, authorizations, deployment use, maintenance, evidence, and data related to the acquisition, purchase, or use of all VCIF-funded equipment and technology that satisfies all applicable legal retention requirements.

Use of State Contracts for Law Enforcement Radios and License Plate Readers (LPR)

Equipment Purchase Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration; Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled 4.1 "State Funding Program Requirements" subsection entitled 4.1.3 "Statewide Contracts and Cooperative Agreements" in the grant solicitation for the Violence Crime Intervention (VCI) Fund. I understand that LPRs are only allowable on State right-of-ways and require an application to be submitted to the TN Department of Transportation/TN Department of Safety and Homeland Security (with a copy submitted to OCJP). I certify our agency will comply with the purchasing of said items under the regulations outlined in the grant solicitation.

I acknowledge that a failure to comply with the purchasing requirements outlined in the solicitation regarding law enforcement radios and license plate readers will result in questioned costs associated for each item not in compliance and our agency will be required to reimburse the State for those costs incurred. I further understand the preference for other desired equipment to be purchased from state contract or cooperative agreement when applicable.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs).

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Violent Crime Intervention Funds Subcontract Reporting Certification

As per Title III-2 Item 3.5 to the Department of Finance and Administration, Criminal Justice Programs, for Violent Crime Intervention Grants, and identified on page B-19 of the 2022-2023 Budget Document, shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. As such, the Office of Criminal Justice Programs (OCJP) recipients of the Violent Crime Intervention Funds (VCIF) are required to disclose any subcontract, grant agreement or contract to a local government or nonprofit to OCJP and adhere to OCJP's quarterly reporting requirements related to that subcontract, grant agreement or contract to ensure compliance with the reporting requirements outlined in the budget document.

As a law enforcement agency receiving a VCIF grant, I acknowledge that any subcontract, grant agreement or contract entered into under my OCJP VCIF grant must comply with the following:

- Be with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and
- Services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and
- Must be accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.
- Prior to executing any subcontract, the law enforcement agency must have prior approval from OCJP and include appropriate language as required in the subcontract prior to executing said subcontract.

Additionally, I acknowledge that each law enforcement agency that approves a subcontract, grant agreement or contract with an agency of local government or a third-party nonprofit organization to receive VCIF shall provide a quarterly report to OCJP via the following link: https://stateoftennessee.formstack.com/forms/vcif_subcontract_reporting. The report will include information on the name and location of each subcontractor, grant recipient or contract; the amount of the contract and the purpose for which the funds are used. Reports are due to OCJP July 31st, October 31st, January 31st and April 31st. This quarterly report shall identify the name and location of each grant recipient, the amount of the grant, and the purpose for which the funds are used.

By my signature below I acknowledge I have read and understand the information in this certification and agree to comply with the requirements outlined within.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date



GOVERNMENTAL GRANT CONTRACT

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

Begin Date September 1, 2023	End Date March 7, 2028	Agency Tracking # 33501-2325409	Edison ID Non-Edison Contract 77833-26		
Grantee Legal Entity Name Town of Ashland City			Edison Vendor ID 0000001534		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number			
		Grantee's fiscal year end			
Service Caption (one line only) Grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
<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)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
TOWN OF ASHLAND CITY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, as further defined in the "SCOPE" OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001534

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 remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years; or
 - ii. a law enforcement officer who has not been POST certified in Tennessee in the previous seven (7) years and who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer

time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on September 1, 2023 ("Effective Date") and ending on March 7, 2028, ("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 Thousand Dollars (\$200,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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. Periodic Advance Payment. 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. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers – Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000

Category 2 Officers – No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000
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- C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing- Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

William “Chip” Kain, Executive Secretary
 POST Commission
 3025 Lebanon Pike
 TN Law Enforcement Training Academy
 Nashville, TN 37214
 William.kain@tn.gov

- a. Each Cost Sharing- Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Grantee Name.
 - (2) Name and Signature of the Grantee’s Chief.
 - (3) The Invoice Date.
 - (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer’s start date with Grantee on Grantee’s active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.
- b. The Grantee understands and agrees to all of the following:
- (1) Any claim 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 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. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:
- (1) Grantee’s Edison ID;
 - (2) Contract Number (assigned by the State);
 - (3) Invoice Number (assigned by the State);
 - (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
 - (5) Grantee’s mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. 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.8. 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.9. 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.10. 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.11. 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.12. 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 be responsible for maintaining and submitting 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:

William "Chip" Kain, Executive Secretary
 POST Commission
 3025 Lebanon Pike
 TN Law Enforcement Training Academy
 Nashville, TN 37214
William.kain@tn.gov

The Grantee:

Charles T. McEachron, Detective
 Town of Ashland City/Ashland City Police Department
 233 Tennessee Waltz Pkwy.
 Ashland City, TN 37105
charles.mceachron@ashlandcitytn.gov
 Telephone # (615) 792-5618

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

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. 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 Notice of Audit.

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation,

tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. 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-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E. SPECIAL TERMS AND CONDITIONS:

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

**IN WITNESS WHEREOF,
TOWN OF ASHLAND CITY:**

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: September 1, 2023			END: March 7, 2028	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$200,000.00	\$200,000.00	\$200,000.00
25	GRAND TOTAL	\$200,000.00	\$200,000.00	\$200,000.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$200,000.00
TOTAL	\$200,000.00

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- Town of Ashland City is subject to an audit for fiscal year #.
- Town of Ashland City is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000001534

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	



RECURRING SERVICE AGREEMENT

1713 Lebanon Pike, Nashville, TN 37210 | 615-333-6300 | 615-832-0101 | www.swc.net

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address		Billing Address	
Name: Ashland City Fire Station 1		Name: Town of Ashland City	
Street: North Main Street		Street: PO Box 36	
City: Ashland City	State: TN	Zip: 37015	City: Ashland City
			State: TN
			Zip: 37015
County: Cheatham		Billing Email: accountspayable@ashlandcitytn.gov	
Premises Type:		Phone 1: 615-792-4211	<input type="radio"/> Cell <input checked="" type="radio"/> Work
Landline Phone: 1.	2.	<input type="checkbox"/> None	Phone 2: <input type="radio"/> Cell <input type="radio"/> Work
Recurring Services			
	Amount per Month	Notes	
Basic Monitoring (Intrusion/Fire/Video)	60	Autocall with Cell Dialer	
Alarm.com or DMP Interactive Services			
Fire & Life Safety Inspections			
Preventative Maintenance Inspections			
Service Agreement			
Video Diagnostic Review Service			
Cloud Licensing/Data Plans		Customer to pay 1st month on credit card until monitoring contract approved by City.	
Managed Access Control			
Total Monthly	60	Bill: <input type="radio"/> Quarterly <input checked="" type="radio"/> Annually	Amount: 720
Agreement & Authorization			
<p>TERM AND RENEWAL: The initial term of this Agreement is for three (3) years and shall automatically renew for successive terms of twelve (12) months unless terminated by written notice at least thirty (30) days before the end of the current term. By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this five (5) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.</p>			
Company		Customer	
Submitted by: Jon Hines		Customer Signature	
South Western Communications (SWC)		Customer Name (PRINT)	
Approved By*: Authorized SWC Representative		Title (COMMERCIAL ONLY)	
		Date	

ACT #	CS No.	Cust No.	Job No.
Customer Information			
Secured Premises Address			
Name: Ashland City Fire Station 1		Account Type	<input type="radio"/> Residential <input type="radio"/> Commercial <input checked="" type="radio"/> UL
Street: North Main Street		Consultant	
City: Ashland City	State: TN	Zip: 37015	Permit #
Nearest Cross Street:		Panel Type	
Subdivision:		Time Zone <input type="radio"/> ET <input checked="" type="radio"/> CT <input type="radio"/> MT <input type="radio"/> PT	
Landline Phone: 1.	2.	<input type="checkbox"/> None	Timer Test <input checked="" type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly
Email:		AC Failure <input type="radio"/> Normal <input type="radio"/> Critical	

Password (enter 3 - 10 characters in spaces provided)	
Verbal Duress Code	XX

Local Emergency Response List (Office Use Only)		
Police	Fire	Medical
Contact List		
Contact Names (in order of preference)	Email	Phone Number
1.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
2.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
3.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
4.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
5.		<input type="radio"/> Home <input type="radio"/> Cell <input type="radio"/> Work
Notes (special instructions)		

Customer Authorization	
Customer Signature	
Date	Title (commercial only)

IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph shall define certain terms as used throughout this Installation Agreement. "Agreement" shall refer to this Installation Agreement. "Premises" shall refer to the Address of Secured Premises indicated on page 1. "Company" shall refer to and include South Western Communications, its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" shall refer to the individual(s) signing this Agreement. "System" shall refer to the equipment, hardware, wiring, related equipment, the CPU chip, software, data, pass code to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer authorizes and consents to credit investigations and reports by Company at any time during the term of this Agreement. Company may begin the alarm monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges," if any, have been paid, in full. The following equipment shall at all times remain the property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting and receiving equipment required for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges; Term; Renewal. Customer agrees to pay the "Total Monthly Service Charges" in accordance with the "Billing Cycle" as set forth on page one (1) of this Agreement for the initial three (3) year term of this Agreement and any renewal term. Payment will be due on the date provided on each invoice. A finance charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all invoices not paid per the terms contained therein. Customer agrees to pay Company an administrative fee (late charge) of five (5%) percent of any payment received by Company after the date on which such payment is due and owing. Following the initial three (3) year term, this Agreement shall automatically renew for successive terms of twelve (12) months, unless terminated by either Customer or Company, by written notice at least thirty (30) days before the end of the then current term.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after the expiration of twelve (12) months from the date of this Agreement. If Customer is unwilling to pay such increase, Customer must notify Company in writing by certified mail, return receipt. Customer must mail the notice within thirty (30) days of issuance of the Company's notice of the increase. Company shall be permitted, in its sole discretion, upon written notice to Customer, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Company in writing within thirty (30) days of the issuance of the Company's notice of increase will constitute Customer's consent to the increase and all other terms and conditions of this Agreement shall remain in full force and effect. Customer understands and agrees that reasons for increase may include, among others reasons, any governmental body or utility requiring any changes to the System or imposing an increase in taxes, fees, licenses, or other charges.

5. LIMITATION OF LIABILITY. IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

~~**6. INDEMNIFICATION AND SUBROGATION WAIVER.** IN THE EVENT ANY LAWSUIT OR OTHER CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS WILL SURVIVE THE CANCELLATION, EXPIRATION OR BREACH OF THE AGREEMENT. THESE OBLIGATIONS OF CUSTOMER WILL APPLY IRRESPECTIVE OF CAUSE OR ORIGIN AND REGARDLESS OF WHETHER SUCH LAWSUIT OR OTHER CLAIM IS BASED UPON ACTIVE OR PASSIVE NEGLIGENCE OF COMPANY, GROSS NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES.~~

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System Company installs and the services the C under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible

especially when there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), or voice (or data) over the Internet ("VOIP") service, etc.; (D) regularly test the System, at least weekly, and whenever changes are made to telephone service for the Premises; and (E) immediately report any claimed inadequacy or failure of the System to the Company for repair service. Customer warrants that (i) the System and services specified in this Agreement are for Customer's own use and not for the benefit of any other party; (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

8. Takeover Systems. If contracted to do so, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's monitoring center. Company will advise Customer of required repair or replacement costs, if any, in order to so connect Customer's Pre-existing System. If Customer declines to pay the necessary repair or replacement costs, Company may cancel this Agreement without any liability to Company whatsoever. If Customer's Pre-existing System is connect to Company's monitoring center, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of such Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Service" discussed in paragraph ten (10). If Company takes over rendering services to a Pre-existing System, in whole or in part from another alarm company, Customer has no expectation and Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

9. Video Surveillance. If Customer purchased video surveillance services ("Video Surveillance") then Customer agrees to: (A) use the video surveillance services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; © provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

10. Interactive Services. If Customer purchased interactive services, then Customer understands and agrees that this service is dependent on one or more forms of communication equipment or services personally owned or controlled by the Customer (including, but not limited to, computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable systems, or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Accordingly, Customer understands, acknowledges and agrees that the interactive services system is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, the interactive services system will be unable to receive data, transmit data, or otherwise function as intended and designed.

11. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a twenty-four (24) hour per day, seven (7) day per week basis. Customer will advise Company of all changes in personnel and/or changes in access levels of authorization and restrictions, providing Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to Company regarding personnel access must be in writing via email or fax to addresses designated by Company by an authorized representative of Customer. Company shall have remote internet access to the Customer's designated access control panel(s) and shall program and make data base updates to the system within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

12. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System shall receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only shall receive no Timer Test at all, unless a Monthly Timer Test is specifically contracted for and so referenced on the front page of this Agreement. The Timer Test seeks to verify, at the time of the Test only (once a day for the Daily and once a month for the Monthly), the communications path between the applicable Alarm System and the central station monitoring facility providing central station monitoring. The Timer Test does not test each and every element or component for the System or ensure that it is functioning properly and as intended; rather again, the Timer Test only seeks to verify the communication path. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from a monitoring center operator advising you of the failure.

13. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, installation and services supplied by ACT Security Inc. shall be subject to the terms of the installation Agreement (including the Limitation of Liability and Indemnification and Subrogation Waiver provisions), and any Additional Services Addendum which may be signed by the Customer and ACT Security Inc..

14. Transmission of Data. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communications equipment or services, including, without limitation, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a monitoring facility to receive and understand data will be dependent upon the proper functioning of the applicable communication equipment. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any natural, human or other cause including, without limitation, any sort of interference, or the loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), there will be no indication of such interruption at the monitoring facility; and (iii) Customer may elect to use some form of redundant communication equipment or service, e.g., telephone combined with some form of wireless communication or some other form of communication service or equipment as part of the System at an additional cost.

15. Customer Default; Company's Remedy. Customer is responsible for payments under this Agreement unless Customer and Company enter into a new agreement at a new location (if Customer moves premises but signs a new agreement), or Company enters into a new agreement with a new owner at the secured Premises. Customer will be in default and breach of this Agreement if: (i) Customer fails to pay to Company any fees, charges, or other amounts within ten (10) days of the date they are due; (ii) Customer terminates this Agreement prior to the end of the term or any renewal term; or (iii) Customer fails to comply with

terms of this Agreement. If Customer is in default or breach of this Agreement, in addition to any other remedies provided by law, Company may do any or all of the following, with or without notice, without releasing Customer: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to seventy-five (75%) percent of all fees to be paid by Customer during the remaining term (initial or renewal) of this Agreement; the parties further agree that Customer shall pay all court costs, collection fees and reasonable attorneys' fees if Company places this Agreement in the hands of an attorney for collection; (3) retain all prepayments or credits Company may owe Customer to offset such amounts against any other additional amounts that Customer owes to Company. All remedies provided for herein are deemed to be cumulative. In the event Company and Customer are parties to any other agreement, a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting Company to exercise any or all rights under any or all of such agreements.

16. Company's Default. In the event of any claimed breach of this Agreement by Company, Customer agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within ten (10) business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any said breach.

17. Company's Right to Cancel. Company may cancel this Agreement if any of the following conditions occur: (A) Company's alarm monitoring center or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between Customer's Premises, Company's alarm monitoring center, and the applicable police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) Company determines in its sole discretion that Customer's System is generating an excessive number of false alarms or signals which may adversely affect Company's monitoring center; (G) Notwithstanding any other term or provision of this Agreement, in the event the Customer is verbally or physically abusive to any employee, agent, contractor, or subcontractor of the Company (including, without limitation, any operator at Company's central monitoring station), then Company reserves the right to terminate the Agreement upon thirty (30) days written notice to the Customer. If Company cancels, Company will refund any payments made for services to be supplied after the date of such cancellation.

18. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion, and without consent of Customer. Company has the right to subcontract any of its obligations under this Agreement in its sole and absolute discretion, and without consent of Customer.

19. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, agents, servants, representatives and employees (individually and collectively), hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

20. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, the Limitation of Liability and Indemnification and Subrogation Waiver provisions) shall apply to the work or services Company's subcontractors provide, and shall apply to them and protect them in the same manner as it applies to and protects Company.

21. Binding Agreement; Amendments; General Legal Matters. This Agreement becomes binding upon Company only (A) when signed by an authorized representative of Company, or (B) upon commencement of the Service. The headings used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement. Should any term, provision, or condition of this Agreement be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules. All claims, actions or proceedings against Company must be commenced in court within one (1) year from the date of the event that resulted in the personal injury, death, property loss, or damage, time is of the essence. The interpretation of this Agreement shall not be construed against the drafter. For purposes of any suit, action or other legal proceeding arising out of or from, in connection with or relating to this Agreement, Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, action or other legal proceeding, then Company and Customer irrevocably consent and submit to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer and Company waive any objection that it may have to jurisdiction or venue of any such suit, action or other legal proceeding. Customer and Company hereby waive any right to trial by jury in any suit, action or other legal proceeding brought by Customer or Company (whether based upon contract, negligence, or otherwise).

22. License Numbers. ACT Security, Inc. (SWC) TN Alarm # C-0357



4871 Rosebud Lane
Newburgh, IN 47630
Office (812) 477-6495
Fax (812) 477-6465
www.swc.net

NAME & ADDRESS

Customer Information

Company Name _____

Physical Address _____

City _____ State _____ Zip Code _____

Billing Address (if different) _____

City _____ State _____ Zip Code _____

Telephone# _____ Fax# _____

Federal ID# _____ County _____

DUNS# _____

Tax-Exempt? (check one) Yes No If yes, please attach a Sales and Use Tax Certificate of Exemption

Type of Business _____ In Business Since _____

Legal Form of Business (check one): Corporation Partner Individual LLC Sub S Corporation

PRINCIPAL OWNERS/OFFICERS

Name _____ Title _____ Direct Phone # _____

Name _____ Title _____ Direct Phone # _____

ACCOUNTS PAYABLE

Name _____ Title _____ Direct Phone # _____

Email _____ Method of Payment ACH Check Credit Card

AUTHORIZED PURCHASERS

Name _____ Title _____ Direct Phone # _____

Name _____ Title _____ Direct Phone # _____

Do you require Your Purchase Order Number(s) on our Shipping Tickets, Invoices, etc? Y _____ N _____

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended.

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by calling our office at (812) 253-3234. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> AMEX
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
CVC (3 to 4-digit code on back of card): _____
Billing Address: _____
Cardholder ZIP Code (from credit card billing address): _____

I, _____, authorize South Western Communications, Inc. to charge my credit card above for agreed upon purchases. I understand that my information will be saved for future transactions on my account.

Email address you would like for Credit Card receipt to be sent to: _____

Customer Signature

Date

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.