



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

January 09, 2024, 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

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) December 5, 2023, Workshop Meeting Minutes

PUBLIC FORUM

2. *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 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.

REPORTS

3. Attorney
4. Project Update from Josh Wright
5. Codes Department
6. Court Department
7. Finance Department
8. Fire Department

9. Human Resources
10. Parks Department
11. Police Department
12. Public Utilities/Works
13. Technology Department
14. Senior Department
- [15.](#) Strategic Plan Review

UNFINISHED BUSINESS

- [16.](#) Ordinance: Amend Code of Ethics
17. Corp of Engineers Contract
- [18.](#) Senior Center Dance Lease

NEW BUSINESS

- [19.](#) TN Law Enforcement Training Academy Grant Contract
20. Cash Saver Wine Compliance Certificate
- [21.](#) Farmers Market Application Fees & Rules
- [22.](#) Summerfest Vendor Application Fees & Rules

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

23. City Recorder Interviews

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 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

December 05, 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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. November 7, 2023, Workshop Meeting Minutes

A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the November 7, 2023, City Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

2. *Procedure for Speaking Before the Council*

None.

REPORTS

3. Attorney

Ms. Noe had no updates other than items on the agenda.

4. Codes Department

Mr. Nicholson gave an update for the codes department.

5. Court Department

Ms. Hollingsworth gave an update for the court department.

6. Finance Department

Ms. Bowman was absent from the meeting but emailed the council the finance report showing revenues versus expenses, fund balance and cash on hand.

7. Fire Department

Deputy Chief Noe discussed fire activity over the past month.

8. Human Resources

Ms. Black discussed the items happening in human resources.

9. Parks Department

Mr. Clark gave an update on the parks, sports, and events.

11. Police Department

Chief Ray emailed a report to the council and gave an update from the police department.

12. Public Utilities/Works

Mr. Biggers gave an update on streets, water, and sewer services.

13. Technology Department

Mr. Wheeler discussed accomplished items over the past month.

14. Senior Department

Ms. Batts gave an update on the senior department.

UNFINISHED BUSINESS

15. City Administrator Search - Gary Jaeckel

Mr. Jaeckel gave an example of an advertisement for hiring a City Admin.

16. Home Visiting Program for Community Seniors

Ms. Batts discussed the plan for a home visiting program.

17. Senior Center Name Change, Logo Change, and Age Qualification Change

Ms. Batts discussed the need for a name change.

18. Sycamore Street Water Line Discussion

Mayor discussed the need to defer this item.

19. Ordinance: Amend Code of Ethics

Ms. Noe discussed the differences between MTAS, Personnel Manual and Municipal Code.

20. Ordinance: Amend Zoning Article V, Section 5.053.2(C) I-2 Special Exceptions

Mr. Nicholson informed the council this is the 2nd and final reading of this ordinance.

21. ACES Ball Field Agreement

Mr. Clark discussed the agreement.

22. Corp of Engineers Contract

Mr. Clark discussed the contract.

23. Resolution: Charter Change Election

Ms. Noe discussed the change to the charter to take away the wards.

NEW BUSINESS

24. Senior Center - Parking Lot

Mayor discussed the plan for more parking at the center.

25. R. J. Corman Railroad Company - Second Amendment Ashland City Recreation Trail

Mr. Clark discussed the 25-year lease agreement.

26. Senior Center Dance Lease Discussion

Ms. Batts discussed that the lease will not be renewed.

27. Cheatham County Special Olympics Polar Plunge Donation

Mayor discussed donating to Special Olympics.

28. Ortex Agreement - Fire Hall

Deputy Chief Noe discussed the agreement.

29. CSR Engineering Agreement

Mr. Biggers discussed the agreement.

30. Grant: VCIF Formula Amendment #51983

Chief Ray discussed the agreement.

SURPLUS PROPERTY NOMINATIONS

31. Canon Image Runner Advance C2030 Printer - Fire Station 2

Mr. Nicholson discussed the need to surplus this item.

EXPENDITURE REQUESTS

32. Request to Bid: Scada System - Water Treatment Plant

Mr. Biggers discussed the need for this item.

OTHER

33. City Recorder Discussion

Ms. Noe and the Council discussed the previous interview.

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:52 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER

Town of Ashland City

Strategic Plan Review

2023



Long-Range Capital Projects/Improvements

November 2022

- City Council Vision and Goals:
 - Traffic/Parking Issues
 - Comprehensive Land Use Plan
 - Tourism/Events
 - Community Center with Indoor Pool
- Year 1 Goals:
 - Security Cameras in the Parks
 - Generator for Public Works/Police Building
 - Re-evaluate Permit Fees
- Year 2 Goals:
 - River Walk
 - Active Shooter Mock Training
- Year 5 Goals:
 - Completion of New Sports Complex

2023 Review Results

Target Year	Complete	In-Progress	Need Action
Year 1 November 2023	34%	40%	26%
Year 2 November 2024	18%	36%	46%
Year 5 November 2027	6%	34%	56%
Council Vision	25%	50%	25%

Vision and Goals Planning



Council Vision and Goals

2023

Employee Christmas Dinner



Summerfest



City Council Vision and Goals

		Council Priorities
	Accomplished	Still working on
		Number
Traffic/Parking Issues	0%	4
Quarterly events for employees	2023 Quarter 3 -Title VI Cookout 2023 Quarter 4 - Thanksgiving Lunch, Christmas Dinner	50%
Entire City participate in monthly events/awareness	0%	PW is searching for signs to show support of awareness
City Flag design contest	Completed by Josh Wright	
More continuity among employees		2
Comprehensive Land Use Plan	Update Zoning 1st, details on page 7 of B&C 5 year Plan	Target Completion Date of 6/30/26
Tourism/Events	Added Food truck Mondays, Concerts in Park and Movies in Park	Better Ways to Advertise
Community Center w/indoor pool		In Design Phase
Vision for "Zoning"		In Process, in Chapter 4, Refer to page 4 of B&C 5 year plan
Address Downtown Vitality		TDOT grants managed by TDOT
Arts/Music Festivals	MOM, Concerts in Parks	
Trail Development	Trailheads resurfaced and lined	TDOT grant in process
Caldwell Park		Focus at this time is on new sports complex
Public Information Officer	Officer resigned	qualified for this position, will require lengthy training process. Goal of 6/30/2025
Attract Builders to Community		Updating Zoning
Work with the Chamber of Commerce	working closely with Chamber. Violet is on the event committee for Chamber.	

Year 1 Goals

2023

New Fire Station One



Children's Entrepreneur Market



Completed 7 out of 15	1st Year Goal/Objectives		Council felt this should be completed	
	Department	Accomplished	Still working on	Number
<i>Codes</i>				
Re-evaluate Permit Fees		After Zoning is updated. Goal date of 6/30/2025	4	
Administrative Assistant	Yes		0	
<i>Fire</i>				
New Building Furniture	60% complete	Completed goal date of 6/30/2024	2	
<i>Parks</i>				
Weekly Food Truck Event	Yes	Next season, 2 Mondays a month with one for lunch and one for dinner.	1	
<i>Police</i>				
Security Cameras at Parks and Firing Range		Provided by a grant, working on contract for the cameras	5	
Interview Room Equipment		FYE 2025 Budget	2	
Firing Range		In design phase	1	
Active Shooter Kits for Each Officer		Working with County, goal date of 6/30/2025	0	
<i>Senior</i>				
Flooding/Parking Issues	Cleaned out drains corrected flooding issues.	Using City employees, plan to add 15 parking spaces, will need to pay for pavement.	2	

Completed 7 out of 15	1st Year Goal/Objectives		Council felt this should be completed	
	Department	Accomplished	Still working on	Number
<i>Streets</i>				
2 1/2 Bridges Repaired			Waiting on TDOT inspections	4
<i>Technology</i>				
Generator at 233 TN Waltz Pkwy			Difficulty finding a company to give a quote. Goal of 6/30/2023	6
Administrative Assistant		Yes		0
24 hour Security Monitoring for Cyber attacks			Currently working towards this service.	0
<i>Water/Sewer</i>				
Security System for Doors			Completed	0
Fill existing vacancies			Completed	0

Year 2 Goals

2023

Food Truck Mondays



Concerts and Movies in the Park

ASHLAND CITY PARKS AND RECREATION

FREE ADMISSION

MOVIE

Saturday Aug 5th
At Dusk
Riverbluff Park

FOOD TRUCKS AVAILABLE



ASHLAND CITY PARKS AND RECREATION

FREE ADMISSION

MUSIC CONCERT

STEVEN CADE

Saturday June 17th
6:00 PM - 8:00 PM
Riverbluff Park

FOOD TRUCKS AVAILABLE

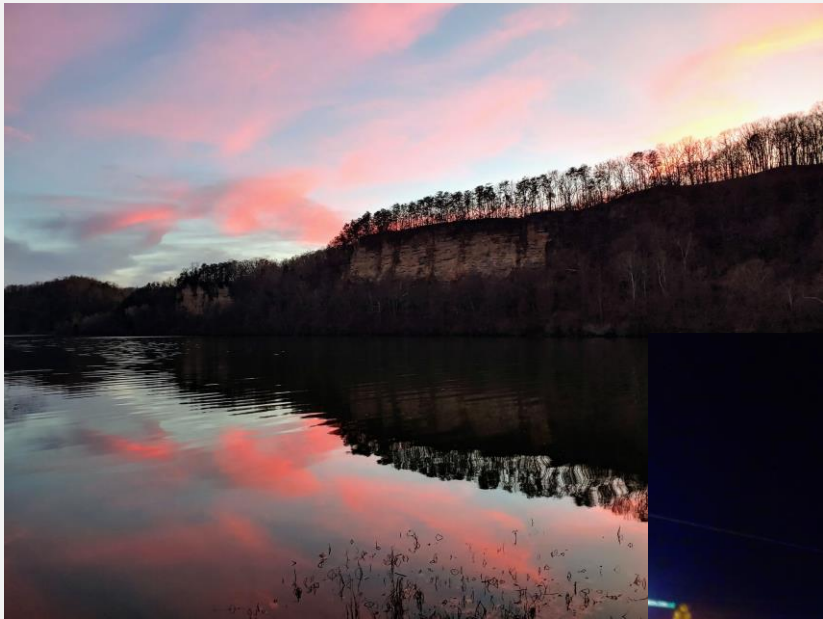


Department	2nd Year Goal/Objectives		Council felt this should be completed
	Accomplished	Still working on	Number
<i>Codes</i>			
New employee - Property Maintenance		Goal of 6/30/2026	1
<i>Court</i>			
Online Pay Access		Goal of 6/30/2025, still working to clean up old items.	3
Online traffic school option		Doning a study of the amount surrounding areas charge.	1
<i>Finance</i>			
New employee acct clerk I	Completed		1
<i>Fire</i>			
Replace Pickup Trucks		1 pickup truck in FYE 2025	1
Increase Part-time Funds		Change to 2 full-time employees in FYE 2025	1
Purchase land around new fire station		If it becomes available.	1
<i>Parks</i>			
River Walk		Goal of 6/30/2027. In plans with sports complex. Corp is willing to work with us.	
Monthly events - May - Oct 2nd & 4th Sat	Yes		4
Fix or Replace Bridge Trails		Meeting with Jared and Corp to determine if we can repair or will need to hire an engineer.	2

Department	2nd Year Goal/Objectives		Council felt this should be completed
	Accomplished	Still working on	Number
<i>Police</i>			
Additional funding for Training		Do not need at this time. State is paying for new officers.	1
Citizens Police Academy		Goal of 6/30/2025	1
Active Shooter mock training		Working with County, goal of 6/30/2025	3
<i>Senior</i>			
Land Purchased for new building	Johns Park once Ball Fields have moved.		1
New building plans		In design phase	1
<i>Technology</i>			
New employee		Goal FYE 2026	0
<i>Water/Sewer</i>			
Complete water model for pressure & lines		50% complete	0

Year 5 Goals

2023



Department	5 Year Goal/Objectives		Council felt this should be completed
	Accomplished	Still working on	Number
Codes			
Rewrite & update all Ordinance		Working on this as updating Zoning.	4
Finance			
New Employee - Asst. City Recorder/HR person/Assistant to Mayor		Goal FYE 26	1
Fire			
New fire truck		Change this to refurbish and repaint 1994 Truck, and have the 2012 Truck Repaired	0
Parks			
Complete New Sports Complex		Phase 1 Completed by 6/30/2025	6
Equipment & Staffing for increased Park areas		3 to 4 new employees by 6/30/2025	1
Connect Johns Park to Preacher Pool Park w/future grant (BCBS play)		Trail Grant will help with this progress	4
Police			
Increase staffing - 2/3 officers		Difficulty staying full staffed. Police pay study for fye 25.	3
New building (out of floodplane)		10 year plan	1
Senior			
New Senior Center Building Only		In Design Phase. Looking for grants to help pay for the building. Rebrand name and logo by 6/30/2024 to help with promotion of Senior.	3

Department	5 Year Goal/Objectives		Council felt this should be completed
	Accomplished	Still working on	Number
Streets			
Sidewalks Walgreens to Bypass light		TDOT grant to CashSaver, Multimodal Grant	5
Re-alignment of Frey Street		TDOT	1
Create Turning lane down Main St		TDOT	0
Technology			
Stand alone depart of 3		Goal of FYE 26	1
Water/Sewer			
WTP - land for new plant		Land in front of existing building	
WTP - New Clear Well		Add to increase the current size	
WTP - Additional Water Tanks		Engineer is designing now.	
WTP- Start Process of new water intake from Sycamore Creek instead of Cumberland River			
WWTP - New Plan		In Progress, Goal date 5/2025	

The reason we serve: A quick look at the smiles of 2023!!



ORDINANCE #

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO
AMEND TITLE 1, CHAPTER 4: Code of Ethics**

WHEREAS, upon review of the Town's Code of Ethics, the Mayor and Council want to make amendments to the current policy which the Board has determined will be more efficient in handling investigations.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 1, Chapter 4, Section 1-402 (d) shall be deleted in its entirety.

Title 1, Chapter 4, 1-410 be deleted in it's entirety and replaced as follows:

1-410. Ethics complaints.

- (1) The city attorney is designated as the ethics officer of the Town. Upon the written request of an official or employee potentially affected by a provision of this chapter, the city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.
- (2) (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his/her own initiative when he/she acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.
(b) The city attorney may request the Town Council to hire another attorney, individual, or entity to act as ethics officer when he/she has or will have a conflict of interest in a particular matter or when the city attorney believes that the best interest of the city will be served with another attorney, individual, or entity.
(c) When a complaint of a violation of any provision of this chapter is lodged against a member of the Town Council, the Town Council shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the Town Council determines that a complaint warrants further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the Town council.
- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

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

1st reading
2nd reading

Attest:

Mayor JT Smith

City Recorder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Michael Bresson	
Trey Bowen Legacy Insurance		PHONE (A/C No, Ext): (931) 538-1655	FAX (A/C, No): (931) 538-1654
2017 Wilma Rudolph Blvd		E-MAIL ADDRESS: michael@insureatlegacy.com	
Clarksville TN 37040		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State National Insurance Company, Inc.	NAIC # 12831
INSURED		INSURER B:	
Christine Watson		INSURER C:	
3019 Highland Dr		INSURER D:	
Greenbrier TN 37073		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
Aa	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		NXT7CYRWQW-00-GL	12/26/2023	12/26/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Planner for Dances held at The Senior Center at Ashland City.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Bresson - Legacy Insurance

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2016/03

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GOVERNMENTAL GRANT CONTRACT

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

Begin Date January 16, 2024	End Date April 2, 2028	Agency Tracking # 33501-2448103	Edison ID Non-Edison Contract 77734-100		
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 to local law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy					
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 to local law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy ("TLETA"), 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 Commission rules and regulations found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. The Grantee may hire an individual after May 1, 2023, as a law enforcement officer who is not certified as a law enforcement officer in Tennessee, ("new officer") as of the effective date of Delegated Grant Authority 77734. Each officer shall be sent to the TLETA Basic Training Academy and successfully complete the program before the Grantee can make request for payment. The Grantee is not entitled to receive any grant funds for officers who do not graduate from the TLETA Basic Training Academy.
- A.4. The Grantee shall assign the enrolled officer to a law enforcement function. For the purposes of this Grant Contract, a law enforcement function does not include correctional assignments, inmate transportation, dispatch, or other roles that do not involve the prevention or detection of crime.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on January 16, 2024, ("Effective Date") and end on April 2, 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").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The tiers establishing the incidental cost-sharing assistance amounts below are based on the most current version of the Ability to Pay Index⁵⁹ (ATPI) in the county or city for which the Grantee has jurisdiction for the duration of the Grant Contract and are not subject to escalation for any reason unless amended.

<u>ATPI Range</u>	<u>TDEC Ranges (TLETA Tier)</u>	<u>Incidental Cost-Sharing Assistance</u>
0-20	Tier 1	\$15,000
30-40	Tier 2	\$12,000

⁵⁹ <https://utextensionced.tennessee.edu/ability-to-pay-index/>

50-60	Tier 3	\$9,000
70-100	Tier 4	\$5,000

- C.3. Payment Methodology. The Grantee shall be paid the amount in Section C.2. corresponding to the ATPI Range for the county or city for which the Grantee has jurisdiction at the time an invoice is submitted, not to exceed the Maximum Liability established in Section C.1., for each new officer who has successfully completed TLETA's Basic Training Academy as set out in Section A.3.
- 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 the Cost Sharing Grant Invoice (Attachment B), and all supporting documentation determined necessary by the State, no less than ninety (90) days after TLETA's graduation, verifying the number of new officers employed by Grantee who completed TLETA's Basic Training Academy as required by Section A.3. since the last invoice (or since the Effective Date, if this is the first invoice) and certifying that all such officers have been assigned as required by Section A.4. to:

William "Chip" Kain, Director
Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
TLETA.grants@tn.gov

- a. The Grantee understands and agrees to all of the following:
- (1) A claim under this Grant Contract shall include only reimbursement requests for new officers employed by Grantee who complete TLETA's Basic Training Academy according to the Grant Budget.
 - (2) A claim under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) A claim 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. 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 W-9 form and ensure the State has the accurate information on an annual basis.

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, Director
Tennessee Law Enforcement Training Academy
3025 Lebanon Pike
Nashville, TN 37214
William.kain@tn.gov

The Grantee:

Charles T. McEachron
Town of Ashland City/Ashland City Police Department
233 Tennessee Waltz Pkwy
Ashland City, TN 37015
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.

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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-id.x?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, 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 Grantee Application



APPLICATION FOR TENNESSEE LAW ENFORCEMENT HIRING, TRAINING AND RECRUITMENT PROGRAM COST SHARING



Participation in this Tennessee Law Enforcement Hiring, Training, and Recruitment Program is voluntary. By signing this document, you are agreeing to abide by the terms of the executed Contract and to submit information requested by the Tennessee Law Enforcement Training Academy as requested. By signing this agreement, you also understand you are responsible for requesting funds and maintaining compliance with all Peace Officer Standards and Training (POST) Commission rules of this program and other state and federal laws. Failure to maintain compliance with the Contract may result in Contract termination.

Agency/Department Name: Ashland City Police Department

Name of Agency/Department Head: Kenny Ray

Mailing Address 233 Tennessee Waltz Pkwy City Ashland City
(include area code)

State TN Zip Code 37015 County Cheatham Phone 615-792-5618

Chief/Sheriff E-Mail: kenny.ray@ashlandcitytn.gov

Agency/Department FEIN 62-6000293 Edison Supplier ID _____

Grant Budget: Estimate the number of cadets 8 the Agency/Department will send to TLETA over five (5) years at 70 ATPI range of \$ 5,000.00 for reimbursement per cadet.

Please include a copy of the Department's W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) with this application.

Authorized Representative of Agency/Department: Charles T. McEachron

Email of Authorized Representative charles.mceachron@ashlandcitytn.gov

Telephone of Authorized Representative 615-792-5618

I, under the penalty of perjury (T.C.A. § 39-16-701), certify that the information provided in this application is correct and complete.

I certify that the information given in this application is correct and complete to the best of my knowledge, and if the Agency/Department am approved, the Agency/Department will abide by the rules and regulations of the Program.

Kenny Ray
Head of Agency/Department

09/07/2023
Date

**ATTACHMENT B
Grant Budget**



**Tennessee Law Enforcement Hiring, Training, and Recruitment Program
Cost Sharing Grant Invoice**



GRANTEE NAME _____

GRANTEE MAILING ADDRESS _____

GRANTEE CITY STATE ZIP CODE _____

GRANTEE EDISON ID _____ GRANT CONTRACT NUMBER _____

GRANTEE CITY OR COUNTY (FOR ATPI) _____

TLETA GRADUATION DATE _____

Please indicate above the county or city where the law enforcement agency is located to determine the Ability to Pay Index⁶⁰ (ATPI) Range. Then indicate below which officers graduated from the Tennessee Law Enforcement Training Academy (TLETA) Basic Training Academy from your agency and calculate the total payment below.

Names of Officers who graduated from TLETA (attach a separate sheet, if needed)			
Officer Name	Officer PSID	Officer Name	Officer PSID

Officers by ATPI					
# Officers	ATPI Range	TDEC Ranges (TLETA Tiers)	X	Cost	Total
	0 - 20	Tier 1	x	\$15,000.00	
	30 - 40	Tier 2	x	\$12,000.00	
	50 - 60	Tier 3	x	\$9,000.00	
	70 - 100	Tier 4	x	\$5,000.00	

Name of Law Enforcement Agency _____

Print Name of Chief: _____

Signature of Chief: _____ Date: _____

⁶⁰ <https://utextensionced.tennessee.edu/ability-to-pay-index/>

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

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

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

Grantee's Edison Vendor ID number: 0000001534

Is Town of Ashland City a parent? Yes No

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

Is Town of Ashland City a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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

The mission of the Ashland City Farmers market is to promote and sell locally grown food, and to develop and build a stronger community within the city.

Dates: June 1st thru August 31st, 2024.

Location: Lacrosse Pavilion @ River Bluff Park, 175 Old Cumberland Street, Ashland City, TN 37015

Hours: Open daily Monday –Sunday 7 am to 7 pm and **Saturday mornings 9 am to 12 pm.**

ANY VENDOR, wanting to use the market during the open dates/times, needs to complete an application for the season. Any questions please email the actnmarketmgr@ashlandcitytn.gov or call (615) 487-2351

Thank you to all our past vendors and those interested in joining us for this exciting new season! Please complete a vendor application to be considered for the market. Vendors must be approved before submitting payment. Applications can be found online at www.ashlandcitytn.gov , or in person at Public Works. Applications are due by April 30th, 2024. The fee is \$50 for the season or \$25 for half a season (7 Saturdays). If a vendor wants an additional spot, the fee will be \$25. Fee may be **mailed in** after application has been approved to: Town of Ashland City, P. O. Box 36, Ashland City, TN 37015, paid **by phone (615) 792-4211 ext. 5232** for a fee, or **dropped off** at Public Works at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN 37015

Market Rules/Regulations

The following are the rules/guidelines for the Ashland City Farmers & Artisans Market. Failure to follow any rules will result in a verbal warning and/or release of vendor from the market. By signing the application, the vendor agrees to the following:

1. Vendors must maintain a booth presence for the advertised season.
2. No canned goods may be sold at the market without prior authorization from the market manager.
3. All high-acid products and fermented products must be made in a commercial kitchen.
4. **All items intended to sell** at the market for the season must be listed on the application.
5. All produce/meat must comply with **TN Department of Agriculture** guidelines.
6. Meat vendors must provide a copy of a TDA meat permit.
7. Pricing for all items must be clearly visible for customers.
8. All crafts must be handmade by local or regional artists.
9. Every vendor selling produce by the pound must have certified scales.

10. All farms are subject to inspection at any time before or during the season. The vendor must agree to allow representative of the Ashland City Farmers' Market and /or UT Extension office from Cheatham County to inspect the farm to verify the vendor is growing or making all products offered for sale.
11. Food Truck vendors – must follow current city ordinance #503.
12. If tents are used at the market, weights must be used to secure the tents.
13. No smoking anywhere the market is established. Smokers need to be a minimum of twenty-five feet from the pavilion or market area.
14. Each vendor is required to make sure their assigned area is clean after the market closes.

If there are any questions about **TN Department of Agriculture** guidelines, please contact Ronnie Barron, Cheatham County's local extension office at 615-792-4420.

Ashland City Summerfest 2024 Vendor Registration

Thank you for your interest in our annual festival. This is our 28th Summerfest. Attendance is usually between 12,000 and 15,000. Riverbluff Park is a 30-acre park on the Cumberland River, 175 Old Cumberland St, Ashland City, TN 37015 on the corner of Hwy 49 W and TN Waltz Pkwy.

Summerfest 2024 dates are June 4-8, 2024; time is from 6 p.m. – 10 p.m.

Applications and payment will be accepted until May 31st, 2024.

NAME: _____

ADDRESS: _____

PHONE: _____ **EMAIL:(Required)** _____

BOOTH INFORMATION: please circle what type of booth you will be offering.

Private, Non-profit, Private Non-profit, Church/Religious, School, Sports Association

Food, Arts/Crafts, Games, Information Distribution, Political, Other (please specify) _____

How would you like your booth to be listed or advertised? _____

We offer 3 general locations for booth space and will determine the best spot for you; however, you may request to be near or around a specific area by circling below. We will do our best, but we cannot guarantee booth location: **Playground** **Tree line** **Pavilion.**

What size booth would you like to reserve? **10x10- \$50.00** **20x10-\$100.00** **30x10-\$150**

Will you need water or electricity at your booth? If so, you will be required to pay an additional fee of \$20 per 110-volt cord and \$20 per 220-volt cord for electric and \$20 for water.

Circle if water or electricity is needed: Water Yes/No Electricity Yes/No 110 or 220

Free items and handouts are not permitted unless someone visits your booth, no mobile distribution. Please have a trash receptacle at your booth for items to be discarded. The city does not provide any amenities, just space. Food trucks must be permitted according to the Town of Ashland City guidelines. The State Health Department will be on the premises for inspection of food booths. Check in at the stage to find out your booth location. The set-up is from 1:00 pm to 4:30 pm Monday and 8:00 am to 4:30 pm Tuesday. Booths can open as early as 5:45 p.m. and close at 10:00 p.m. Please sign and date below to indicate you have read and understand the information listed above.

Signature/Date

Summerfest 2024

June 4-8

If interested in becoming a vendor:

Please complete the application. Return by one of the 4 ways listed below:

1. **Submit your application online.**
2. **Mail to:** Town of Ashland City
Attention: City Recorder/Summerfest 2023
P.O. Box 36
Ashland City, TN 37015
3. **Email to:** aclark@ashlandcitytn.gov
4. **In person:** Public Works Building, 233 Tennessee Waltz Parkway, Suite 103
Ashland City, TN 37015.

Your application should receive a response within 1 week of receipt. Upon approval/disapproval you will receive an email instructing you how much your space will cost, how to pay for it and when payment is due. If you do not receive an email or phone call, please contact the email or phone number listed below. **Application and payment are due by May 31st, 2024.**

Any questions about the event please email aclark@ashlandcitytn.gov or call 615-792-7553 ext. 5727.

Booth information for Summerfest 2024

10' Wide x 10' Deep \$50.00

20' Wide x 10' Deep \$100.00

30' Wide x 10' Deep \$150.00

These fees are for a five-day period.

The set-up is from 1:00 pm to 4:30 pm Monday (3rd) and 8:00 am to 4:30 pm Tuesday (4th).

***Check in at the stage to find out your booth location. ***

The city does not provide any amenities, just space.

Food trucks need to be certified.

The State Health Department will be on the premises for inspection of food booths.