MEMORANDUM

то:	Veronica Coleman, Fi Office of Business an					
FROM:	Jennifer Brinkman, D Office of Criminal Jus					
CC:	Daina Moran, Deputy Ronald G. Williams, A Wendy Heath, Asst. D	Asst. Director; Qua	llity Assurance			
DATE:	March 30, 2023					
SUBJECT:	Distribution of Grant	Funds				
OCJP respectfull	y submits the enclosed	completed contract	t under a DGA for processing and entering into Edison.			
Grant Award Typ	e: VCIF		DGA #: 77241-VCIF (End-6/30/2025)			
Authorized Agend	cy: City of Jackson		Edison ID#: NEW 50301			
County Location:	57000					
Category #: VCIF	Community Crime Preven	tion 92101504 Law E	Inforcement Services (Including Process Server Services)			
-	et all the requirements to nance and Administration	-	as determined by the Office of Criminal Justice Programs,			
This grant include	es indirect costs: Yes	s⊠ No				
This is a VOCA g	rant that contains a Nat	ional Emergency Pa	andemic Mandatory Match Waiver: ☐ Yes ☒ No			
For questions or (615) 687-7061.	assistance regarding th	is contract, please of	contact Ben Weinstein at Benjamin.Weinstein@tn.gov or			
		STATE AGEN	CIES ONLY			
Match Source	(select all that apply):					
	☐ Cash	☐ In-kind	☐ Miscellaneous Appropriations			
Positions (if a	pplicable):					
	Number of Full-time:		Number of Part-time:			
		Post OBF Pr	ROCESSING:			
Signed Grant	Contract Attached to E	Edison DGA Trans	actional Page:			
	Attached By (Initials):		Date Attached:			



GOVERNMENTAL GRANT CONTRACT

Begin Date		End Dat	te		Agency Trac	king #	Edison ID
	5/1/2023		6/30/2	2025			- 50301
Grantee Le	gal Entity Name						Edison Vendor ID
City of	Jackson						1560
Subrecipient or Recipient Assistance Listing Number: N/A Subrecipient							
⊠ Red	cipient		Grantee's fi	scal ye	ar end: June 3	0	
Service Ca	ption (one line on	ly)					
VCIF, F	ormula Based (Grant					
Funding —	State	n.	Federal	1 144-	dan a stre t - t	l 041	TOTAL 0
FY23	\$2,033.00		-ederai	Inter	departmental	Other	TOTAL Grant Contract Amount \$2,033.0
FY24	\$590,320.00	+					\$590,320.0
FY25	\$190,947.00						\$190,947.0
TOTAL:	\$783,300.00						\$783,300.0
				-			
Grantee Se	lection Process	Summary	,				
Compe	etitive Selection			The C	ompetitive Sele	ection pro	cess utilized was as per the DGA.
Non-co	ompetitive Selec	tion					
	icer Confirmation	n: There	is a balance	er are		C	PO USE - GG
appropriation equired to	on from which be paid that is no tions.	t already	encumbered	to pay			
appropriation required to	be paid that is no	t already	encumbered	to pay			
appropriatio	be paid that is no	Accoun	encumbered	to pay			

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, OFFICE OF CRIMINAL JUSTICE PROGRAMS AND CITY OF JACKSON

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Jackson, 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 # 1560

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:
 - 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:
 - Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 - Retain inventories and other records of purchases made and services provided using grant funds.
 - 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. <u>Incorporation of Additional Documents</u>. 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;
 - 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 5/1/2023 ("Effective Date") and extend for a period of Twenty Six (26) 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 Seven Hundred Eighty Three Thousand Three Hundred Dollars (\$783,300.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2023, 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. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. 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:
 - 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. <u>Budget Line-items</u>. 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. <u>Disbursement Reconciliation and Close Out</u>. 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. <u>Cost Allocation</u>. 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. <u>Payment of Invoice</u>. 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. <u>State's Right to Set Off.</u> 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. <u>Prerequisite Documentation</u>. 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. <u>Required Approvals</u>. 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. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. 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. <u>Subcontracting</u>. 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. <u>Conflicts of Interest</u>. 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.
 - a. 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:

Danielle Jones, Captain Jackson Police Department 512 Roland Avenue Jackson, Tennessee 38301 Email: djones@jacksontn.gov Telephone # (731) 425-8524

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. <u>Nondiscrimination</u>. 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. <u>HIPAA Compliance</u>. 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.
 - 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. <u>Public Notice</u>. 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. <u>Licensure</u>. 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. <u>Records</u>. 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. <u>Progress Reports</u>. 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. <u>Audit Report.</u> 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 B.

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. <u>Strict Performance</u>. 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. <u>Limitation of State's Liability</u>. 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. <u>Tennessee Department of Revenue Registration</u>. 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
- 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. <u>State and Federal Compliance</u>. 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. <u>Completeness</u>. 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. <u>Severability</u>. 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. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. <u>Iran Divestment Act.</u> 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. <u>Debarment and Suspension.</u> 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:
 - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - 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. <u>Conflicting Terms and Conditions</u>. 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. <u>Transfer of Contractor's Obligations</u>. 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. <u>Counterpart Clause</u>: 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).
 - 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. State Sponsored Insurance. 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 quasi-governmental entity as defined by federal law applicable to ERISA. Grantee must submit all required documentation to the Department of Finance and Administration and receive approval on or before July 1, 2023, to comply with this grant requirement.

E.7. 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.
 - Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

- 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.
- 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,

CITY OF JACKSON:

GRANTEE SIGNATURE Scott Conger, 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 Authoriz	Implementing Agency:				
Name: City of Jackson	Name: Jackson Police Department				
Federal ID Number (FEIN): 62-600	0316	Address:	512 Roland A	venue	
UEI Number:					
SAM Expiration Date:			Jackson		, TN 38301-
Fiscal Year End Date: June 30					
Will You Have Any Subcontracts?	Yes	har			
Project Title: Formula Based Grant		1			
AUTHORIZED OFFICIAL - Contact Info	rmation				
(Name, Title, and Complete Mailing A		Phone Nu		E AA-II A JJ	
				E-Mail Add	
	Mayor	(731) 425	5-8240	sconger@ja	acksontn.gov
121 East Main Street		EXT:			
Ste 301					
Jackson ,	38301				
PROJECT DIRECTOR - Contact Information	ation				
(Name, Title, and Complete Mailing	Address)	Phone Nu	umber:	E-Mail Add	ress:
Danielle Jones ,	Captain	(731) 425	5-8524	djones@ja	cksontn.gov
512 Roland Avenue		EXT:			
Jackson ,	38301				
FINANCIAL DIRECTOR - Contact Infor	mation				
(Name, Title, and Complete Mailing	Address)	Phone Nu	umber:	E-Mail Add	ress:
Debbie Parrish ,	Accounts Payable/Grant	(731) 425	5-8262	dparrish@j	acksontn.gov
101 East Main Street		EXT:	The same against the sa	li.	
Ste 203		×			
Jackson ,	38301			*	
County/Counties Served (Type ALL if	Statewide):			•	
Madison		1.4	_		
U.S. Congressional District(s): 8					

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

This scope template is for agencies applying for **Formula Based Grant** funding, which is intended to support **local law enforcement** in developing and implementing proven public safety strategies to combat **violent crime** in their community. Click here to view the <u>Formula Funding Plan</u>.

All VCIF applicants are **strongly encouraged** to work closely with the **University of Tennessee Institute for Public Service** to access training and technical assistance in crafting this application.

APPLICANT AGENCY NAME: Jackson Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

Discuss the nature and magnitude of the problem(s) to be addressed by the proposed funding. This should be based on current data from reliable sources that describe in detail the most pressing issues.

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.

The Jackson Police Department (JPD) is responsible for serving all of those within the city limits of Jackson Madison County which, according to the 2020 U.S. Census has a population of 68,211 people and covers 58.75 square miles. Of those 68,211 persons, 46.3% (31,582) are Caucasian, 45.8% (31,241) are African American with 9.2 % (6,275) being identified as other races.¹

The City of Jackson is located within Madison County, Tennessee which has a population of 98,775 persons. This breaks down to 58.6% (57,882) being Caucasian, 37.8% (37,336) being African American and 8% (7902) identifying as other races. According to FBI's Crime Data Explorer, Jackson has had 2,722 violent crime incidents and 3,378 offenses reported between the years of 2017-2021. Of the violent crimes reported, 979 cases were documented with handguns being used. During this time, 1,946 crimes occurred in homes with 843 suspects being between the ages of 20-29, and 1,121 victims were between the ages of 20-29. For persons within the age range of 30-39, 503 were documented suspects and 729 were documented victims.² Also, 1,193 crimes were documented to have occurred on sidewalks, parking garages or lots, and hotels/motels. Of crimes reported, 873 were documented as relationship unknown, 625 as an acquaintance, and 553 as a stranger. The Jackson Police Department's NIBRS overview shows we had 7,930 Type A Crimes committed in 2021 according to the Tennessee Bureau of Investigation. These Type A Crimes include murder, sexual assault, aggravated assault, kidnapping and manslaughter to name a few. In 2022, The Jackson Police Department investigated 12 homicides. In the previous years of 2020 and 2021, 14 homicide investigations were reported each. Some of these homicides have occurred in areas that include high traffic areas such as our 45 bypass, shopping center areas, and local hotels. Crime rates for 2022 from FBI Crime Data Explorer have not been released, but with Blue Oval City coming to the West Tennessee area, we anticipate seeing a significant increase in crimes reported to police as well as an influx of persons who need the assistance of The Jackson Police Department.

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 Jackson Police Department (JPD) will seek to use the Violent Crime Intervention Funds to target our high crime areas in the East Jackson, Old Hickory and midtown areas where gang members are likely to gather and commit crimes such as aggravated assaults, homicides and robberies.

JPD will seek a subscription to the Fusus system, which is a camera integration platform, in order to make documenting and maintaining video evidence more efficient. Due to budget constraints, we will only get 1 year of funding and the Jackson Police Department will absorb the cost of this subscription following the initial year.

The Jackson Police Department will also expand our gunfire detection platform (Shotspotter) coverage area by 1.25 square miles. This expansion will supplement our existing coverage of 4 square miles. That will be a 31% increase in coverage area for the city. This increase will include our Midtown area such as the Old Hickory Area that includes shopping areas, a school and hotels.

JPD will also train two (2) evidence technicians who can assist in properly securing and processing evidence. Primarily these two technicians will be working with latent prints that can be recovered from weapons used by suspects.

We will be purchasing an Arrowhead Full Spectrum Imaging System (FSIS) station that will replace our outdated latent print station. This system is the same system that is used by the Tennessee Bureau of Investigation. It is the only forensic camera system that will allow an examiner to view and capture 3-D, textured and round surfaces. It will allow for the processing of multiple video frames while still capturing still images. This system will allow for the processing of latent and other forensic evidence at crime scenes. The Jackson Police Department takes pride in the cases we present for trial and having this equipment will allow us yet again to remain on the cutting edge of technological advancements in policing.

JPD will employ a person for two (2) years to assist in the processing of ballistic casings recovered from scenes that are examined in our National Integrated Ballistic Information Network (NIBIN) lab. Our NIBIN technician will be responsible for the daily operation and maintenance of the Firearms Unit Integrated Ballistics Identification System. This person will also perform test firings of weapons to match with casings, maintain a chain of evidence as well as testify in court on their findings as just some of their job responsibilities. With equipment in our NIBIN lab, we will purchase extended warranties for our BRASSTRAX acquisition station to continue optimal function within in our IBIS (Information-Based Identification System) systems. It is required these warranties be in place to continue to be a proactive NIBIN lab and meet federal regulations. For additional funding with BRASSTRAX we will work on absorbing the warranty subscription into our budget or procuring other grant resources.

JPD will also look to serve potential victims of human trafficking or sexual assault type crimes with funds by purchasing equipment that includes cameras, flood lights that can be outfitted with cameras, power tools to build cameras and monitors. We will also be purchasing A/V cords, receivers, and remotes to use covertly. Household items such as hair dryers, remotes and DVD players have the ability to be converted to house a camera. These items and others that are highlighted in the Outputs section of this grant, are used in proactive operations to ensure that everything is being recorded and retained for court. This equipment can be reused for several operations. JPD has a TBI Task Force Agent that works cases of Human Trafficking in the West Tennessee area. In 2021 an operation was done where 11 men were arrested and charged with the offense of Human Trafficking for Commercial Sex Acts. This Task Force Agent also goes to other jurisdictions conducting Human Trafficking operations alongside TBI.

JPD has also conducted prostitution operations resulting in 10 arrests in 2021 as well. JPD's Task Force Agent maintains cases of Human Trafficking allegations and has several cases pending.

For officers, JPD will purchase a new weapons system that will allow officers to be prepared against high powered weapons being used by suspects. Our Red Dot Sights Weapons systems will allow for efficiency and accuracy for our officers when encountering a deadly force situation. More specifically we will purchase the Glock Model 45 Service Handgun with Amerigo Sights and Holosun 509T Red Dot Sighting system. Net cost after procurement is \$542.32 per unit. We will purchase 240 units. With this purchase we will be able to trade in current weapons which will allow us to save money in this budget. Along with the new weapons we will have to be outfitted with new holsters to accommodate them. With that being said, we will also be purchasing Safariland Duty Holsters for Glock service handgun equipped as specified. We will purchase 240 units at \$160 per unit.

Lastly, JPD will purchase a FARO handheld system to help when processing crime scenes such as a vehicle. This hand-held system will be more efficient when needing to get into tight spaces within vehicles. This will help save time as the FARO system allows for photorealistic 3D reality capture of the vehicle or the scene being processed. The FARO system will be used for 3D measurements for crime scenes. This system will be able to bring the "CSI" effect to jurors. Instead of looking at a photo of a crime scene, we will be able to have the technology to walk them through it, without leaving the jurors box. We will be able to recreate a scene from homicides to accident reconstructions. Again, JPD wants to be a trendsetter when it comes to technological advances and with these grant funds, we intend to do that.

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?

VCIF funding will help move us more into the 21st century of law enforcement technology. JPD will be able to process casings more efficiently and be able to have more than one person who is certified in properly processing latent prints that are collected from multiple crime scenes. This will help decrease the time it takes to send prints to a lab such as Tennessee Bureau of Investigation as we will be able to do that in house. With the purchase of newer equipment and subscriptions we will have for equipment and public safety, we can feel confident that we are getting the most accurate data possible.

Having an increased area with ShotSpotter will allow officers to be able to respond to areas where persons may not necessarily contact police regarding shooting incidents. Officers will be able to collect evidence from areas that may connect to other cases in a separate part of town. JPD offers assistance to several other agencies with processing casings from crime scenes in our NIBIN lab. Having additional personnel can expedite the evidence which in turn expedites the investigation and proper arrest on violent offenders. Ensuring that we have the warranties needed for our NIBIN equipment ensures that equipment stays up to code per federal regulations.

With funds available through VCIF, JPD will be able to purchase a FARO system that will allow for easier processing of small scenes and vehicles. A FUSUS system will also be purchased that will maintain video evidence. Videos will be able to be shared with our District Attorney's Office which will allow them to log into the system and have access to videos to ensure a more streamlined video evidence process. Without this system, investigators and the DAs would have to download several different codecs to view videos with no guarantee that it would work properly for trial. This system will allow for easier transfer and viewing of video evidence with

the ability to have businesses and residents to upload video that they have of crimes being committed.

We anticipate doing more proactive Human Trafficking investigations as we have in the past but we will be able to utilize our own equipment. This equipment can in turn be used for prostitution operations and potential runaway juvenile recovery operations. Being proactive in this sense will provide families more comfort in knowing that JPD takes putting predators away seriously.

In addition to getting predators off the streets, we anticipate that the purchase of the new weapons will cause pause to those who have terrorized neighborhoods for far too long with gun violence. It is rare that JPD has had to use deadly force, but when that time comes, proficiency and accuracy is an absolute must for officers. The new weapons will help improve the accuracy of officers who may struggle. This will help us account for every round that an officer has to fire. With the improved accuracy, officers will be more diligent than they already are in becoming more proficient with their weapons.

B. PURPOSE

State the goals and objectives of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.

For a list of Goals, Objectives and Activities please see the <u>VCIF Abstract</u>. You are strongly encouraged to work with UTLEIC to determine which goals, objectives, and activities are appropriate for your project.

- B.1. Please select one or more **GOAL** of the multijurisdictional/regional violent crime interventions your agency will implement with VCIF FORMULA funds:
 - Goal 1: Improve Digital Evidence Processing
 - Goal 2: Improve Forensic Investigation Capabilities
 - Goal 3: Initiate More Human Trafficking Investigations
 - Goal 4: Improve Safety for Citizens
 - Goal 5: Improve Police Weapon Systems, Accuracy and Training
- B.2. For each **GOAL** selected above, please list one or more **OBJECTIVES** that VCIF FORMULA funds will support:

 Example:

Goal 1: Improve Digital Evidence Processing

Objective 1.1: Purchase video and data collection system

Goal 2: Improve Forensic Investigation Capabilities

Objective 2.1: Upgrade Systems used for fingerprinting and training for two (2) personnel on latent print analysis and evidence processing.

- **Objective 2.2:** Hire personnel to work in NIBIN lab to assist in processing casings collected at crime scenes.
- Objective 2.3: Purchase warranty package to maintain NIBIN lab and certifications.
- **Objective 2.4:** Purchase FARO evidence collection system to process small scenes and vehicles.
- Goal 3: Initiate More Human Trafficking Investigations
 - Objective 3.1: Purchase equipment including cameras and covert equipment, power tools, monitors, A/V cords, and build covert cameras in everyday items used such as flood lights and hair dryers to conduct more proactive investigations to help combat human trafficking.
- Goal 4: Improve Safety for Citizens
 - Objective 4.1: Expand ShotSpotter coverage area.
- Goal 5: Improve Police Weapon Systems, Accuracy and Training
 - **Objective 5.1** Purchase new weapon systems for officers that will improve accuracy and provide training for officers.
- B.3. For each **OBJECTIVE**, please list one or more **ACTIVITIES** that VCIF FORMULA funds will support:

 Example:
 - Goal 1: Improve Digital Evidence Processing
 - Objective 1.1: Purchase video and data collection system
 - Activity 1.1.1: Purchase video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community.
 - Goal 2: Improve Forensic Investigation Capabilities
 - Objective 2.1: Upgrade Systems used for latent prints and training for personnel on latent print analysis and evidence processing.
 - Activity 2.1.1: Provide training for two (2) JPD personnel to become proficient in latent print analysis and learning how to compare latent prints and match prints collected from scenes to suspects.
 - Objective 2.2: Hire personnel to work in NIBIN lab to assist in processing casings collected at crime scenes.
 - Activity 2.2.1: JPD will hire an additional person to work in our NIBIN lab to process and compare casings gathered from various crime scenes and, if requested, from other jurisdictions.
 - Objective 2.3: Purchase warranty package to maintain NIBIN lab and certifications.
 - Activity 2.3.1: JPD will subscribe to Brasstrax warranty to cover existing equipment and be able to receive needed updates to items previously purchased.
 - **Objective 2.4:** Purchase evidence gathering system to be utilized for small scenes as well as vehicles.
 - Activity 2.4.1: JPD will purchase the FARO evidence collection system that includes a hand-held device to provide for more accuracy when processing small

scenes and vehicles. This will ensure we do not miss critical evidence that can be crucial in the prosecution process.

Goal 3: Initiate more Human Trafficking Investigations

Objective 3.1: Purchase equipment including cameras and covert equipment, power tools, monitors, A/V cords, and build covert cameras in everyday items used such as flood lights and hair dryers to conduct more proactive investigations to help combat human trafficking.

Activity 3.1.1: JPD will work with TBI concerning best practices and purchase several pieces of equipment needed to conduct more targeted proactive operations to go after traffickers and rescue victims that will include several cameras, power tools, monitors to watch activity and A/V cords to outfit any hotel room to fit our needs for a proactive operation.

Goal 4: Improve Safety for Citizens

Objective 4.1: Expand ShotSpotter coverage area subscription.

Activity 4.1.1: JPD will procure a subscription to ShotSpotter for an additional 1.25 square miles of coverage area with ShotSpotter to include our Old Hickory area where crime has increased, and shots fired calls from concerned citizens has increased. This will be an 31% increase in coverage.

Goal 5: Improve Police weapon systems, accuracy, and training.

Objective 5.1: Purchase Red Dot Sight weapon system for officers.

Activity 5.1.1: Provide officers with the Red Dot Sight weapon system while improving training on the new weapons and continuing training on deadly force and de-escalation practices. With the new weapon system officers will be more accurate and can be held accountable for each shot fired.

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.

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?

For Video and Data Collection:

JPD will subscribe to the FUSUS video and data collection software. This package will include but is not limited to, initial setup, customized website portal for the community to use, and vault storage for video and still images.

For Forensic Investigation Capabilities:

JPD will purchase Full Spectrum Imaging System (FSIS) color lab system provided by Arrowhead. This is the same system used by the Tennessee Bureau of Investigations when processing latent prints.

JPD will also provide latent print training and certifications for two (2) evidence technicians to learn how to read and compare latent prints. This will reduce the necessity of our evidence technicians having to wait for prints to be reviewed by another lab such as TBI.

JPD will hire an additional person to work within the NIBIN lab for the purpose of processing casings collected at shooting scenes. This person can also do comparisons to determine what weapons are used to fire casings and if there is a connection to other cases within the city. Bullets will be purchased for this testing.

JPD will purchase the Brasstrax warranty subscription to cover existing equipment already being used. This warranty will also allow us to receive necessary updates to the equipment to maintain federal compliance.

JPD will purchase the FARO hand help evidence gathering system to be utilized on small scenes and vehicles to ensure we are collecting critical evidence.

For Initiating more Human Trafficking Investigations:

JPD will purchase covert cameras, recording equipment, power tools, carrying cases, surveillance cameras and housings for the equipment. JPD has a TBI Task Force Agent that works cases of Human Trafficking in the West Tennessee area. This equipment will be used to continue operations in Jackson, TN. All items for this project are itemized in the Outputs section of this proposal.

For Improving Safety for citizens:

JPD will subscribe to an additional 1.25 square miles of coverage with ShotSpotter.

For Improve Police Weapon Systems, Accuracy and Training:

JPD will purchase 240 weapons for officers that will include the red dot sight system and holsters for weapons. JPD currently provides yearly in-service training to officers on use of weapons as well as deadly force and de-escalation tactics

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.

JPD will hire one person to work in the NIBIN lab processing casings and determine comparisons between casings and weapons.

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.

The equipment purchased in Goal 1 will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. The platform is connected to a community facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity

to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners that are public and private.

The equipment purchased in Goal 2, will replace our current latent print imaging system that is severely outdated. The new FSIS system is the current standard for the Tennessee Bureau of Investigation and will allow our department to be more technologically advanced when it comes to processing latent prints collected by our patrol officers from various crime scenes.

Our department currently has one person who is certified in the comparison of latent prints. Having two additional persons will allow for quicker print processing and the ability to solve crimes quicker. The training and certification will decrease the need to send our latent prints to the TBI as there is a backlog on getting the confirmations back. The person we already have certified can confirm the prints that the newly trained technicians will compare.

Our department also has only one person responsible for processing casings received from shooting scenes. Another individual working in the lab will again allow for quicker results on shooting related crime. The results that come back can lead to quicker apprehensions of persons responsible for violent crime in our city. Having these criminals taken off the street quickly will restore trust within the community and ensure the citizens of Jackson that we are working diligently and swiftly to keep them safe. The warranty package, Brasstrax will help to maintain needed coverage for equipment we have. This warranty keeps JPD in compliance with the federal government's security requirements.

The purchase of the FARO evidence equipment allows our crime scene investigator to process scenes with a hand-held device that will offer 3D measurement imaging solutions. This equipment will prove useful in the documentation of several crimes, and it will also provide juries with an accurate depiction of what a scene looked like as officers and investigators processed it.

The purchase of items for Goal 3, will go to outfit investigators with tools needed to conduct investigations within hotel rooms or vehicles. The equipment purchased will have the ability for video and audio recording. The equipment can be utilized in prostitution stings or human trafficking operations to target traffickers while rescuing victims and providing resources to them. Hotel rooms will be able to be outfitted with the proper equipment to assist in these types of investigations.

The purchase of equipment for Goal 4, will be to expand the coverage area of the ShotSpotter system we currently have. The expansion will include 1.25 square miles that will include our Old Hickory area. This area has seen an increase of violent crimes such as homicides, aggravated assaults and shots fired incidents. Citizens in this area are concerned for their safety and may not call police due to fear of retaliation. Having ShotSpotter in this area will initiate a quicker police response when an alert is received.

The purchase of equipment in Goal 5, will be used to purchase weapons for officers with the Red Dot Sight system. This will help improve accuracy in situations where deadly force is unfortunately warranted. Officers will receive training with the weapons and will be required to be tested on their proficiency with the weapons. We will also continue with training concerning deadly force and de-escalation that is required yearly for officers.

Officers are the first to respond to incidents of homicides, aggravated assaults, domestic assaults, and robberies. Officers are responsible for the documentation of such scenes and collection of evidence that can be used in the court proceedings to ensure offender accountability. As a police department it is a must that we have to tools to properly collect and test evidence. It is of the upmost importance. Jurors have become accustomed to being able to see cases as they unfold such as video evidence, how a crime scene looked and the forensic process that goes along with case, it is vital to the court and trial process. Police departments have to be on the cutting edge of ever-changing technology in order to provide transparency of how cases are documented and evidence is preserved. We owe this much to the citizens we are sworn to protect.

The critical nature of accuracy is a well-studied and often criticized aspect of law enforcement. The general standards for officer accuracy have traditionally been driven by policy and mandated qualifications that provide official records of an individual's ability to meet an administrative standard. This may not accurately measure an officer's accurate skill during a use of force situation. The core purpose of an officer's accuracy is to defend life. Society has trusted officers with the ability to use force and expects them to be good at it. To meet this mandate, departments must be prepared to embrace new technology and evaluate its necessity for their officers. If new methodology or technology can improve an officer's effectiveness and aid in reducing mistake of fact shootings, then it is imperative we make it available to officers. Red dot sights for duty handguns provide a clear, distinct advantage so long as there is proper initial training, sound maintenance, and continued, frequent training. As stewards of taxpayers' dollars and leaders within our department, it is our responsibility to always seek out new technology and gear to help our officers perform their jobs better and more efficiently. Red Dot Sights with proper training will make our officers more accurate and consistent with their handgun. It will also go a long way to reducing liability and mistake of fact shootings in the event we have an officer involved shooting.

<u>Please edit the timeline below</u> to include the activities listed above, according to your specific project:

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
30 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training	Project Director, Capt. Danielle Jones
30 days after contract execution	Present funding to City Council for budget amendment	Project Director, Capt. Danielle Jones
30 days after contract execution	Begin hiring process in April with projected start date of July 1, Schedule evidence training in FY 24	Human Resources, Project Director, Capt. Danielle Jones
3 months after contract execution	Goals are reviewed at Command Staff meetings to ensure objectives are	Project Director, Capt.

and ongoing	underway	Danielle Jones
14 months after contract execution	Collect and maintain data on use and effectiveness of equipment purchased	Project Director, Capt. Danielle Jones
14 months after contract execution	All equipment, technology and subscriptions needed for programming are purchased & installed	Project Director, Capt. Danielle Jones
Report submission as required quarterly	Required benchmark and outcomes reporting	Project Director, Capt. Danielle Jones
End of contract period	Submit program output report	Project Director, Capt. Danielle Jones

E. OUTPUTS

- E.1. The following performance measures will be reported as required. Please select the appropriate OUTPUTS from the <u>VCIF Abstract</u> and include any additional Outputs your strategy will yield:
 - Subscribe to 1 Video and Data Collection system
 - ■Purchase 1 IBIS latent print system
 - •Hire 1 person for NIBIN lab
 - Subscribe to 1 warranty package for NIBIN lab
 - Subscribe to 1 expansion package for ShotSpotter
 - Purchase 240 weapons with red dot sight system
 - Provide latent print training for 2 evidence technicians
 - Purchase 1 FARO hand held evidence collection device
 - Purchase necessary supplies for construction of surveillance technology, see Addendum

F. DATA COLLECTION AND INFORMATION SHARING

Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with what the role of each position is in the process. The process should include a system in place that identifies violent crime trends within the region on an annual basis. Discuss how the agency will collect the data related to violent crime and ongoing investigations and how that data will be shared within the organization and with partner agencies. Identify how the agency has the capacity to generate statistical reports upon request that support the progress of program activities.

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.

The Jackson Police Department relies tremendously on evidence collection in the prosecution of cases. Therefore, we rely heavily on our NIBIN lab, crime scene investigator and evidence technicians to help officers and other investigators prove cases where witnesses may be afraid to come forward. Having video evidence is crucial as crimes captured on surveillance may impact a suspect's decision on taking a matter to trial. It is upon us to provide the very best when it comes to

the safety of our citizens. We are tasked with making sure every aspect of a case is addressed and properly documented for the victims that we work with. In this day and time it is imperative that we be as transparent as possible with what we do, how we do it and our guidelines surrounding our procedures.

Upon approval of grant contract, our department will maintain training records of evidence technicians and track their progress as they begin working with latent prints. For officers receiving new weapons, training documentation concerning the use of the weapons and also use of force and de-escalation records will be maintained by our training division and provided to Captain Danielle Jones for reporting purposes. We will maintain data on how often the FARO system is being used on crime scenes by documenting that information in our police reports. ShotSpotter alerts are provided to officers via their department issued cell phones, as well as our dispatch who will promptly send an officer to the alerted location. Officers will attempt to locate victims, witnesses or a crime scene where casings can be collected. Those casings will be submitted as evidence and later processed in our NIBIN lab. Reports from our NIBIN lab are generated showing if there is any connection to any other crimes.

Through arrests made for human trafficking, we will be able to monitor and determine the use of equipment and success of the investigations. These types of proactive operations are conducted over the course of several days. Evidence is gathered from video and audio footage of persons engaging in the illegal activity. As reports and warrants are completed, this information can be easily provided for reporting purposes and records on cases will be maintained by Capt. Danielle Jones.

G. ACCOUNTABILITY

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

This funding will allow the Jackson Police Department to have access to technology that will help officers do their job, better, quicker, and more efficiently. The impact will be able to be felt in persons who commit violent crimes being held responsible. This can help decrease the amount of violent crimes police respond to on a regular basis. Residents and businesses being able to upload any footage they have of crimes being committed gives the community a sense of being able to fight back against crime. A sense of pride in being able to be a part of the solution we feel will allow people to want to be more involved and stand with the police department in reclaiming their neighborhoods. The Jackson Police Department hopes to be a model department as to how to process violent crime scenes and improving technology use in investigations.

By including more coverage area for our ShotSpotter technology, officers will be able to respond to areas that may have felt neglected in terms of officers responding for shots fired calls. A lot of citizens in the Old Hickory Area hesitate to call police due to fear of retaliation by those who are committing the crime. Having coverage will prompt an automatic response from law enforcement without neighbors feeling as though they are being put in harms way. The alerts will be in real time allowing officers to respond quickly and have better opportunity in apprehending persons responsible.

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

JPD anticipates that improved investigations and more proactive investigations will help extend the community trust we currently have. Victims will know they are receiving the best and that investigations will not fall short of proper evidence gathering procedures. It is our hope that we get to a point with cases where convictions aren't solely on the victim's testimony. JPD's police work will make a case more understandable for potential jurors and prosecution of violent offenders can be done with the fullest extent of the law. Maintaining peace and order in our community is what Jackson Police Department strives for. We understand that the actions of a few can affect the lives of many people and we want to hold those few responsible for the crime and violence they cause within our community.

By being proactive and intentional with our investigations we can show the community that we care and are committed to having their best interests at heart. JPD wants our community to stand with us in eradicating the criminal element in our city by showing our commitment with new technologies and targeted enforcement.

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.

Equipment and subscriptions purchased with grant funds will be closely monitored by the department. We will maintain records as to who has been assigned to which equipment. That equipment can be readily accessible for grant monitoring and audit visits including being viewed by our department grant manager to ensure compliance with the grant. JPD will conduct random checks to ensure the equipment is being utilized properly as well as being maintained by assigned personnel. Captain Jones will have an equipment log showing who has been issued purchased items. Any recurring costs associated with equipment purchased outside of grant time frame will be absorbed in the department's capital budget. Every officer at the department will be issued new weapons and those records will be maintained by our training division Captain, Terry Halford as well as our Special Operations Commander, Captain Shane Beaver. Captain Jones will have access to this information for reporting purposes.

References

- 1 https://www.census.gov/quickfacts/fact/table/jacksoncitytennessee/PST045222
- 2 https://cde.ucr.cjis.gov/LATEST/webapp/#/pages/explorer/crime/crime-trend

Addendum from E.1. Outputs

Below are the anticipated tools and supplies needed for construction of the surveillance supplies, as related in Goal #3 and related activities and objectives. These are a representation of necessary items for current surveillance plan for cooperative planning with the Tennessee Bureau of Investigations. No item meets the OCJP CAPITAL PURCHASE definition, and the aggregate supplies total is anticipated to be approximately \$5,000.

- Purchase 3 backpacks to secure tools, cords and screws
- ■Purchase 1 cordless drill
- Purchase 1 battery charger and 1 battery
- ■Purchase 1, 29-piece screwdriver set
- ■Purchase 1 point drill bit set
- ■Purchase 1 screw assortment pack
- Purchase 2 screwdrivers, Philips and Flat
- ■Purchase 1 hammer
- Purchase 1 Dremel 3000 28-piece variable speed amp with hardcase
- Purchase 1 speed out damaged screw extractor kit
- ■Purchase 1 pair of vampliers
- ■Purchase 1 Leatherman wave
- ■Purchase 8 3ft A/V cords
- Purchase 8 6ft A/V cords
- ■Purchase 6 12ft A/V cords
- ■Purchase 2 25 ft A/V cords
- Purchase assorted cords
- ■Purchase 3 adaptors
- ■Purchase 3 extension cords
- ■Purchase 4 surge protectors
- ■Purchase 8 cable cuffs
- ■Purchase 1 OGIO Rig 9800
- ■Purchase 2 corded headphones
- ■Purchase 1 Flysight watch
- ■Purchase 1 painters tape and 1 gorilla tape
- ■Purchase 1 pack of zip ties
- ■Purchase 1 pack of Velcro strips
- ■Purchase 1 rounded flood light
- ■Purchase 1 square flood light
- ■Purchase 1 DVD player
- ■Purchase 7 receivers
- Purchase 2 multi device charging stations
- ■Purchase 4 Baofeng radio with charging stations
- ■Purchase Kuman 7" display monitor
- ■Purchase 1 hairdryer
- ■Purchase 2 law mate remotes
- Purchase 2 body wires (in pelican case)
- ■Purchase 1 digit now
- Purchase 1 color quad
- Purchase 6 talent cell 12 volt with charging cords
- Purchase 3 anker 5v/10000 mAh batteries for round light
- Purchase 2 anker 5v/10000 mAh batteries for square light

GRANT BUDGET - FY23

AGENCY NAME: Jackson Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Grant

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period:

BEGIN: 05/1/2023

END: 06/30/2023

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	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$2,033.00	\$0.00	\$2,033.00
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	\$0.0
25	GRAND TOTAL	\$2,033.00	\$0.00	\$2,033.0

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/conteni/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: Jackson Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Grant

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: 12 cases of paper for printing reports at 88.69 each	\$1,064.00
Sensitive Minor Equipment: Bullets for testing in NIBIN lab	\$969.00
TOTAL	\$2,033.00

GRANT BUDGET - FY24

AGENCY NAME: Jackson Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Grant

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period:

BEGIN: 7/01/2023 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	\$84,350.00	\$0.00	\$84,350.00
4, 15	Professional Fee, Grant & Award ²	\$214,677.00	\$0.00	\$214,677.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$175,627.00	\$0.00	\$175,627.00
11. 12	Travel, Conferences & Meetings ²	\$16,796.00	\$0.00	\$16,796.00
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	\$98,870.00	\$0.00	\$98,870.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$590,320.00	\$0.00	\$590,320.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Jackson Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Grant

SALARIES, BENEFITS & TAXES		AMOUNT
Position 1: NIBN lab personnel at \$27.46 an hour with 42% in benefits, 100% of time on project		\$84,350.00
	TOTAL	\$84,350.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Shotspotter coverage area expansion - Subscription change - Year 1	\$103,250.00
Fusus video and data collection software - subscription -	\$75,000.00
Brasstrax warranty for NIBIN equipment - required for lab certification - 1 year service	\$36,427.00
TOTAL	\$214,677.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
12 cases of paper for printing reports at 88.69 each	\$1,064.00
Glock Model 45 Service Handgun with Amerigo Sights and Holosun 509T Red Dot Sighting system - net cost after procurement - \$542.32 per unit - 240 units	\$130,157.00
Safariland Duty Holsters for Glock service handgun equipped as specified - 240 units - \$160 each	
	\$38,400.00
Human Trafficking hardware and equipment to facilitate undercover activity	\$5,037.00
Bullets for testing in NIBIN lab	\$969.00
TOTAL	\$175,627.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences Attended by Agency Staff: IAI Latent Print Examiner Certification for A. Allen to include courses, membership, testing and library - travel in accordance with agency rates	\$7,818.00
Training and Conferences Implemented by Agency: IAI Latent Print Examiner Certification for H. Richardson to include courses, testing, membership and library - travel in accordance with agency rates	
	\$8,978.00
TOTAL	\$16,796.00

CAPITAL PURCHASE	AMOUNT
Faro hand held evidence processing hardware	\$21,440.00
Arrowhead IBIS imaging station	\$77,430.00
TOTAL	\$98,870.00

GRANT BUDGET - FY25

AGENCY NAME: Jackson Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund:Formula Grant

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period:

BEGIN: 7/01/2024 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	\$85,662.00	-\$0.00	\$85,662.00
4, 15	Professional Fee, Grant & Award ²	\$103,250.00	\$0.00	\$103,250.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$2,035.00	\$0.00	\$2,035.00
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	\$190,947.00	\$0.00	\$190,947.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Jackson Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Grant

SALARIES, BENEFITS & TAXES		AMOUNT
Position 1: NIBN lab personnel at \$28.56 an hour with 42% in benefits, 100% of time on project		\$85,662.00
	TOTAL	\$85,662.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Shotspotter coverage area expansion - Subscription change - Year 2	\$103,250.00
TOTAL	\$103,250.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: 12 cases of paper for printing reports at 88.69 each	\$1,065.00
Sensitive Minor Equipment: Bullets for testing in NIBIN lab	\$970.00
TOTAL	\$2,035.00

ATTACHMENT B

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: 1560
Is City of Jackson a parent? Yes No
If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.
Is City of Jackson a child? Yes No
If yes, complete the fields below.
Parent entity's name: CITY OF SACKSON
Parent entity's tax identification number:
Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:
Central Procurement Office, Grants Program Manager 3 rd Floor, WRS Tennessee Tower 312 Rosa L Parks Avenue Nashville, TN 37243
Parent entity's contact information
Name of primary contact person:
Address: 121 EAST MAIN
Phone number: 731- 425- 8278
Email address: BARNOLS & JACKSONTN. GOV
Parent entity's Edison Vendor ID number, if applicable:/560