



EAGLEVILLE CITY COUNCIL WORK SESSION AGENDA

Eagleville City Hall
Thursday, January 23, 2025

108 South Main Street
7:00 p.m.

Prior to meeting, please silence all electronic devices.

- 1) **MAYORS WELCOME and CALL TO ORDER** – Mayor Chad Leeman
- 2) **ROLL CALL** – City Recorder Christina Rivas
- 3) **DISCUSSION**
 - a. Ordinance 2024-007, An Ordinance Repealing Title 8, Chapter 1, Alcoholic Beverages and Replacing with Title 8, Chapter 1, Alcoholic Beverages (Second Reading).
 - b. Discussion to revisit whether Council has potential candidates to appoint as representative of the City of Eagleville to serve on the Rutherford County Library Board.
- 4) **NEW BUSINESS**
 - a. Discussion of 2025 Commission and Committee appointments.
 - b. Update on Requests for Annexation.
 - c. Discuss JusticeOne Solutions contract for police, court and payment processing services.
 - d. Discussion whether to have yearly retreat, and to review dates for retreat regarding Training, Budget and Other Topics by City Attorney Stephen Aymett.
 - e. Discussion regarding the purpose of the Consent Agenda for perfunctory items.
 - f. Update of surveillance cameras for City Hall area.
 - g. Discussion to renew a grant contract with the State of Tennessee, Department of Commerce and Insurance for the Tennessee Law Enforcement Hiring, Training and Recruitment Program.
 - h. Review of 2025 City event dates for:
 - Fall Festival
 - Tree Lighting Ceremony
 - Christmas Parade
- 5) **ADJOURNMENT**

ITEM 3a Ordinance 2024-007

Ordinance 2024-007

AN ORDINANCE REPEALING TITLE 8, CHAPTER 1 ALCOHOLIC BEAVERAGES
AND REPLACING WITH TITLE 8, CHAPTER 1 ALCOHOLIC BEVERAGES

TITLE 8

INTOXICATING LIQUORS

LIQUOR AND WINE

SECTIONS

- 8-101. Alcoholic beverages subject to regulation.
- 8-102. Privilege tax on retail sale of alcoholic beverages for on premises consumption.
- 8-103. Definitions
- 8-104. Certificate of compliance required prior to issuance of license.
- 8-105. Location restrictions.
- 8.106. Limitation on number of retail liquor stores.
- 8.107. Full and accurate disclosure required.
- 8.108. Inspection fee.
- 8.109. Failure to pay inspection fee.
- 8.110. Regulations for sale of alcoholic beverages.
- 8.111. Manager may examine dealer's books, papers and records.
- 8.112 Article not applicable to beer.
- 8.113 Penalty.

8.101. Alcoholic Beverages subject to regulation. It shall be unlawful to engage in the business of selling, storing, transporting or distributing, or to purchase or possess alcoholic beverages within the corporate limits of the city except as provided by Tennessee Code Annotated, Title 57, Chapter 4, except and by rules and regulations promulgated thereunder, and as provided in this chapter.

8.102. Privilege tax on retail sale of alcoholic beverages for on premise consumption.

Pursuant to the authority contained in the Tennessee Code Annotated, Title 57, Chapter 4, inclusive, is hereby adopted so as to be applicable to all sales of alcoholic beverages for on premises consumption within the city. It is the intent of the City Council that the said Tennessee Code Annotated, Title 57, Chapter 4, inclusive, shall be effective in the City, the same as if said code sections were copied herein verbatim.

8.103. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage or beverage means and includes all alcohol, spirits, liquor, wine, high alcohol content beer and other liquids included in the definition of "alcoholic beverage" contained in T.C.A. § 57-3-101(a), as the same may be amended, supplemented or replaced.

Certificate or certificate of compliance means the certificate required pursuant to T.C.A. §§ 57-3-208 or 57-3-806, as the same may be amended, supplemented or replaced, and subject to the provisions set forth in this article for issuance of such a certificate.

License means a license issued by the alcoholic beverage commission of the state pursuant to T.C.A. §§ 57-3-204 or 57-3-803, as the same may be amended, supplemented or replaced, provided that the issuance of licenses shall be subject to the restrictions set forth in this article.

Licensee means any person to whom a license has been issued.

Retail sale means a sale to a consumer or to any person for any purpose other than for resale.

Retail food store means an establishment which is eligible for the issuance of a retail food store wine license by the alcoholic beverage commission of the state, pursuant to T.C.A. Title 57, Chapter 3, Part 8.

Retail liquor store means any business which is required to have a license for the retail sale of alcoholic spirituous beverages, including beer and malt beverages, under the provisions of T.C.A. Title 57, Chapter 3, Part 2.

Wholesale means a sale to any person for purposes of resale, except those sales by a Person licensed under T.C.A. § 57-3-204 to a charitable, nonprofit or political organization possessing a valid special occasion license for resale by such organizations pursuant to their special occasion license shall not be construed as such a sale.

Wholesaler means any person who sells at wholesale any beverage for the sale of which a license is required under the provisions of T.C.A. Title 57, Chapter 3.

Wine means the product of the normal alcoholic fermentation of the juice of fresh, sound, ripe grapes, as further defined by T.C.A. §§ 57-3-101 and 57-3-802, as the same may be amended, supplemented or replaced.

8.104. Certificate of compliance required prior to issuance of license. As a condition precedent to the issuance of a license by the state alcoholic beverage commission, an applicant for a license shall first obtain a certificate of compliance from the city, as provided below:

- (1) Retail liquor stores. Any person intending to apply for a state license for a retail liquor store shall first apply for a Certificate of Compliance from the city, to be issued by the City Council. The application for a certificate shall be in writing on a form furnished by the city recorder. The application shall identify the name and address of the owner of the property for which the certificate is sought, and shall be accompanied by evidence that the owner has agreed to allow the proposed retail store to be operated on the property upon issuance of a license. A fee, as set by the City Council, shall be paid upon submittal of the application. Applications will be considered in the chronological order in which they are received, and no consideration will be given to the fact that other applications have subsequently been received. The certificate shall be granted or denied by the city council within 60 days after the application for the certificate is submitted to the city recorder and, if granted, shall be signed by the mayor or a majority of the city council. A certificate of compliance for a retail liquor store shall expire and become void if the applicant to whom the certificate was granted fails to apply for a license from the alcoholic beverage commission within six months of the date of the certificate, or if the retail liquor store for which a certificate was granted is not in operation within 12 months following the issuance of the certificate; provided, however, that the city council may, upon written request of the applicant, extend the expiration date of a certificate for up to three additional months in the event of circumstances beyond the applicant's control. If a certificate becomes void, no new certificate may be issued to the same applicant unless a new application is submitted and all applicable requirements of this article are met at the time the new application is received. The mayor shall be authorized to issue a certificate of compliance required in connection with the renewal of an existing license pursuant to without deliberation by the full city council. If the mayor fails or refuses to issue a certificate required in connection with a license renewal, members of the city council may sign the certificate and the certificate shall be issued when a majority of the members have signed it.

- (2) Retail food stores. If the sale of wine at a retail food store is authorized by referendum approved by the majority of voters, any person intending to apply for a state license for such sale shall first apply for a certificate of compliance from the city, pursuant to T.C.A. § 57-3-208. The application for a certificate shall be in writing on a form furnished by the city recorder. Upon verification that the applicant meets the requirements of T.C.A. § 57-3-208(b), the mayor may issue the certificate without action by the city council. Alternatively, members of the city council may sign the certificate and the certificate shall be issued when a majority of the members have signed it. The certificate shall be granted or denied within 60 days after the application for the certificate is submitted to the city recorder. A certificate of compliance for the sale of wine at a retail food store shall expire and become void if the applicant to whom the certificate was granted fails to apply for a license from the alcoholic beverage commission within six months of the date of the certificate, or if the retail food store for which a certificate was granted is not in operation within 12 months following the issuance of the certificate; provided, however,

that the mayor or a majority of the city council may, upon written request of the applicant, extend the expiration date of a certificate for up to three additional months in the event of circumstances beyond the applicant's control. If a certificate becomes void, no new certificate may be issued to the same applicant unless a new application is submitted and all applicable requirements of this article are met at the time the new application is received.

8.105. Location restrictions.

- (1) A certificate issued under this article for a retail liquor store or for the sale of wine at a retail food store shall be valid only for the premises proposed in the application and for the person or entity on the application, and any change of location of the business shall be cause for immediate nullification of the certificate. No certificate of compliance shall be issued for the operation of a retail liquor store or for the sale of wine at a retail food store where such store would be a prohibited use under the assigned zoning district in the city's zoning ordinance. Furthermore, no certificate shall be issued for a retail liquor store located within 250 feet of:
 - (a) Any structure or acreage used as a religious institution, park, school, or public library. "School" as used herein, shall not include private schools wherein only specialized subjects, such as music, art, cosmetology, computer skills or vocational occupations are taught.
- (2) The restrictions set forth herein as to locations apply to conditions existing as of the time the application for a certificate is filed, provided that proximity of a retail liquor store or retail food store to a religious institution, park, school, or public library shall not be grounds for revocation of a license or denial of a certificate if a valid license had been issued to any business at that same location, and the business has been in continuing operation since issuance of that license.
- (3) In determining the distances from any structure used as religious institution, park, school, or public library, the distance shall be measured from the nearest property line that such liquor store is located on to the nearest property line of uses listed in 8.105 (1) (a).

8.106. Limitation on number and size of retail liquor stores. There shall be no more than two (2) retail liquor license issued under this article within the city, provided further that no liquor store shall be nearer than one half mile to another liquor store. Any liquor store must have a minimum of 2000 square feet of internal floor area devoted solely to such store. This can include sales, display areas and storage areas, but all areas counted in the 2000 minimum square footage must be solely used for the store. The Store shall be required to comply with the site plan review and approval of the Planning Commission.

8.107. Full and accurate disclosure required.

- (1) Each application for a certificate required pursuant to section 8.104 herein shall identify each person who is to be in actual charge of the business and, if a corporation, each executive officer and each individual in control of the business. For the purposes of this

section, an individual who owns at least 50 percent of the stock of a business is considered to be in control of the business.

- (2) Misrepresentation of a material fact, or concealment of a material fact required to be shown in the application for a certificate, shall be a violation of this article. The city may refuse to issue a certificate if, upon investigation, the city finds that the applicant for a certificate has concealed or misrepresented in writing or otherwise any material fact or circumstance concerning the operation of the business, or if the interest of any person in the operation of the business is not truly stated in the application, or in case of any fraud or false statements by the applicant pertaining to any matter relating to the operation of the business. All data, written statements, affidavits, evidence or other documents submitted in support of an application are a part of the application.
- (3) If the provisions of this section are alleged to have been violated, the city may revoke any certificate which has been issued, after first providing an opportunity for the applicant or licensee to refute such allegations and/or to show cause why the certificate should not be revoked. Revocation of a certificate for a retail liquor store shall require a majority vote of the city council. The mayor may revoke a certificate for the sale of wine at a retail food store, provided that the applicant or licensee may appeal the revocation to the city council, which may reverse the mayor's action by majority vote.

8.108. Inspection fee. There is hereby imposed an inspection fee of five (5) percent of the wholesale price of alcoholic beverages supplied by wholesalers to licensees under this article. This fee shall be collected by the wholesaler making such sales, who shall remit the fees to the city at such times and in such manner as provided in T.C.A. § 57-3-503, accompanied by such forms and other information as the city manager or designee may prescribe. The wholesalers shall be allowed a fee of five percent of all sums so collected as compensation for services in collecting and remitting the fee.

8.109. Failure to pay inspection fee. Failure to collect or timely report and/or pay the inspection fee collected shall result in a penalty of ten (10) percent of the fee due the city. Whenever any person licensed under this article fails to account for or pay over to the city any inspection fee, the city manager or designee shall report the same to the city attorney, who shall immediately institute the necessary action for the recovery of any such inspection fee.

8.110. Regulations for sale of alcoholic beverages.

- (1) The sale and delivery of alcoholic beverages shall be confined to the premises of the licensee and curb or drive-through service is not permitted.
- (2) The liquor store shall comply fully with the sign regulations of the City and shall have sufficient working security cameras in place to monitor and record activity both externally on the property and inside the business.

8.111. Manager may examine dealer's books, papers and records. The city manager or designee is authorized to examine the books, papers and records of any wholesaler and dealer in this city for the purpose of determining whether the taxes and fees imposed by this article have been fully paid, and shall have the power to investigate and examine, according to law, any premises where any alcoholic beverage is possessed, or stored for the purpose of sale, or sold, for the purpose of determining whether the provisions of this article are being complied with.

8.112 Article not applicable to beer. No provision of this article shall be considered or construed as in any way modifying, changing or restricting the rules and regulations governing the sale, storage, transportation, etc., or tax upon beer or other liquids with an alcoholic content of five percent or less that are regulated under Chapter 2, Section 8 (Beer) of the municipal code.

8.111 Penalty. Any violation of the terms of this article shall be punishable by a fine as authorized under Eagleville Municipal Code Section 1-301 General Penalty, notwithstanding denial, revocation or suspension of any certificate or license by the city or state.

Approved by the Eagleville City Council on:

Approved:

Chad Leeman, Mayor

ATTEST:

Christina Rivas, City Recorder

Passed First Reading:

Passed Second Reading:

APPROVED AS TO FORM:

Stephen Aymett, City Attorney

ITEM 4a Expiring Board and Commission Appointments

COMMISSION/BOARD APPOINTMENTS

The following appointments have expired:

Planning Commission:

- Chris Hendrix – November 2024
- Erik Hurter – December 31, 2024

Park Board:

- Kenneth Roeten – December 31, 2024

ITEM 4c JusticeOne Solutions Contract

To: Mayor and Council

From: Katy Sanderson, City Clerk

Re: Court Software

Date: 1/23/2025

Due to changes enacted by our our current police reporting and court reporting software, we will need to update our software and software contract. The police software is no longer in compliance with current security trends and the court software is currently tracking a likely March 2026 phase out for the same reason. By going ahead and updating the court software at the same time, we will be able to lock in our rate.

Our current software is \$15 per citation with no minimum per month. The new contract with the upgraded software would be \$20 per citation with a minimum of \$500 per month or whichever is greater. The new contract would not start until July 1st so the new rate would be built into our 2025-2026 fiscal year budget.

For the PD:

- Faster, more robust software
- Cloud hosted, no need for IT and can do the job anywhere
- Cleaner mobile product, makes traffic citations simple, 2-3 minutes and you are done

Court side:

- Able to work from anywhere, on any device, through the cloud
- On one system totally with both permissions for the PD, and the court. Anything that pertains to the citation would all be on one platform.

Payments:

- A QR code for online as well as in person payments.
- They provide any equipment to us for no additional fee.
- Text/Email receipts
- All payments are linked to a citation so everything will be accessible in one place.
- Free to us and a lower defender fee of 6% instead of 8% with the current option

While we do have concerns with the minimum payment of \$500 per month, in reviewing previous years, it appears we will meet that payment. Only in this past year, with the police chief being the sole ticket writer, would we have had an issue. To meet the payment, 25 tickets would have to be written that go through the system (not dismissed).

Our staff will be studying court costs to see if there are any justifiable increases.



Contract Identification:
 Number: - AR-Eagleville-20250113

-NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF TN
 COUNTY OF: Rutherford

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a non-exclusive license to:
Eagleville, TN

(Licensee)

108 S Main St Eagleville TN 37060
(ADDRESS) *(CITY, STATE, ZIP CODE)*

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	NOTES
Police Records Management	5	Included
Mobile RMS	4	Included
Court Management	1	Included
Payment Processing	1	6%

\$ 20 dollars per violation or \$ 500 minimum monthly billing, whichever is greater.

Price includes the following services: Installation, Online Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on _____ to which witness our hands and seal of office.

<p>Licensee</p> <p>Signature: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>JusticeONE</p> <p>Signature: <i>Alec Redwine</i></p> <p>Print: Alec Redwine</p> <p>Title: Account Executive</p> <p>Date: _____</p>
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Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of JusticeONE (JSO) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of JusticeONE Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than 90 Days prior to the Expiration Date, the Licensee shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Licensee's data files retained by JSO pursuant to this Agreement, to another data format that the Licensee desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Licensee.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Licensee certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the Licensee, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Licensee and its various departments. JSO agrees to provide any necessary training to the Licensee's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Licensee will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Licensee acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Licensee shall be governed this Agreement.

13. DATA FILES

The Licensee's data files and the data contained therein shall be and remain the Licensee's property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement, The Licensee's data shall not be utilized by JSO for any purpose other than that of rendering services to the Licensee under this Agreement, nor shall the Licensee's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 08/01/2025 the Licensee shall pay to JSO, initial (one-time) payment of \$ 0.00 for the first year, then, monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 monthly fee (each month), annually at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 annual fee (each year). one-time at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ single payment (one-time fee). monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 20 per paid violation or a minimum monthly amount of \$ 500, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Licensee 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Licensee will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Licensee shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by Licensee hereunder JSO shall notify the Licensee in writing of the facts constituting default. If the Licensee shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

15. DATA SHARING

If used the Licensee consents and agrees to JusticeONE's collection and use of all law enforcement and court data provided by Licensee to JusticeONE, including but not limited to the Shared Data. Although the Licensee acknowledges and agrees that JusticeONE collects data as a part of its ordinary business activity and JusticeONE may use, distribute, sell and reproduce such data at its sole and absolute discretion, Licensee also specifically consents and agrees to JusticeONE's providing the Shared Data to any and all of those persons and entities participating in JusticeONE's Data Sharing network. Licensee acknowledges and agrees that JusticeONE is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Licensee agrees to provide accurate Shared Data to JusticeONE, and Licensee acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by JusticeONE, including but not limited to the Shared Data.



Contract Identification:
Number: - AR-Eagleville-20250113

or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

JSO will provide the Licensee with Such Special services or supplies reasonably requested or approved by the Licensee including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Licensee and JSO agree upon the fee therefore, and that the Licensee approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Licensee agrees to retain and employ JSO as an independent Contractor, and JSO agrees to
Serve the Licensee upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence 08/01/2025 and shall continue for 1 year from commencement date. Licensee shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Licensee elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Licensee informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

Licensee agrees that it will not provide JusticeONE with any data that cannot be lawfully disclosed to other persons or entities by JusticeONE. Licensee further warrants that all Shared Data provided by Licensee to JusticeONE is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Licensee agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Licensee to JusticeONE, including but not limited to the Shared Data.

Licensee agrees that Licensee will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Licensee agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Licensee, whether electronically, in paper format, or otherwise, any of the Shared Data that Licensee receives from JusticeONE, unless prior written consent is given by JusticeONE. Licensee agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Licensee immediately upon ceasing to be an employee of or under contract with Licensee.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Licensee, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

17. MULTI-FACTOR AUTHENTICATION REQUIREMENT

To ensure the highest level of security and protection for all users, it is mandatory for all JusticeONE users to set up and use Multi-Factor Authentication (MFA) in Microsoft. This added layer of security is a CJI requirement and is crucial in safeguarding sensitive information and maintaining the integrity of the system. Failure to comply with this requirement may result in restricted access or termination of user privileges.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

ITEM 4d Council Retreat for Training, Budget and Other Topics

Comptroller's Requirements for Utility Training

From Christina Rivas <crivas@eaglevilletn.gov>

Date Tue 12/31/2024 2:05 PM

To Hellyn Riggins <hriggins@eaglevilletn.gov>; Stephen Aymett <SAymett@ruckerlaw.com>

The link below is to the Comptroller's page regarding Utility Training for boards that oversee utilities.

Also on this page, the Comptroller notes that training is required and that they have a link for training on their page.

If Stephen were to conduct the training, he would have to have it approved, first, as they note that they will not approve it retroactively.

All board members are required to fill out and submit to their municipality a training statement - even if they did NOT attend training in the previous year. These statements must be filed with their municipality by January 31st.

<https://comptroller.tn.gov/boards/utilities/utility-training/online-utility-training.html>

Online Utility Training - Tennessee

The Tennessee Comptroller of the Treasury is pleased to offer a full program of online utilities training for board members of municipalities, utility districts, treatment authorities, energy authorities, metropolitan governments, and counties that oversee a gas, water, and/or wastewater system.

comptroller.tn.gov

Christina Rivas, CMC, CMFO
City Recorder
City of Eagleville

108 S. Main St. / POB 68
Eagleville, TN 37034
615-274-2922
crivas@eaglevilletn.gov

RE: Council Education Hours

From Stephen Aymett <SAymett@ruckerlaw.com>
Date Fri 12/13/2024 8:24 AM
To Christina Rivas <crivas@eaglevilletn.gov>

Christina –

Good morning.

Below is what I found on that issue: (website link - <https://comptroller.tn.gov/boards/utilities/utility-training/frequently-asked-questions.html>)

Training Requirements:

Pursuant to Tenn. Code Ann. §§ 7-34-115(j)(1), 7-82-308(f)(1), 68-221-605(f)(1) & 68-221-1305(f)(1), all local government board members that supervise, control, or operate a public natural gas, public water, or public sewer system, including, but not limited to, those systems using a separate utility board pursuant to any public or private act, must meet the training requirements.

Who can Provide Training:

How Many Hours are Required:

Municipal Systems:

All Municipal board members that supervise, control, operate a utility system are required to obtain 12 hours of certified utility education within one year of their initial election. If the board member was elected prior to the enactment of training legislation in 2017, than their initial training period would have begun on the date of their election following April 12, 2017. Once the initial 12 hours of training is completed, officials are thereafter required to obtain 12 hours of continuing education within three year periods beginning on the January 1st following completion of the initial training period.

Utility Districts:

All Utility District board members that supervise, control, operate a utility system are required to obtain 12 hours of certified utility education within one year of their initial election. If the board member was elected prior to the enactment of training legislation in 2010, than their initial training period would have begun on their first reelection following June 30, 2010. Once the initial 12 hours of training is completed, officials are thereafter required to obtain 12 hours of continuing education within three year periods beginning on the January 1st following completion of the initial training period.

14 Public Square, North
Murfreesboro, TN 37130
(615) 893-1134 tel
(615) 895-6334 fax
saymett@ruckerlaw.com

NOTICE: The information in this email is intended only for the designated recipient. This message may contain attorney/client communication or other legally privileged communications, and as such are privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified you have received this email in error and any review or use of the message is strictly prohibited. If you have received this message in error, please notify me immediately at any of the numbers or the email shown above. Thank you.

From: Christina Rivas <crivas@eaglevilletn.gov>
Sent: Friday, December 13, 2024 8:08 AM
To: Stephen Aymett <SAymett@ruckerlaw.com>
Subject: Council Education Hours

Good Morning, Stephen,

Hellyn asked that I confirm with you that Council has to take 4 hours of Utilities credits and 4 hours of general credits. She said that she thought the utilities credits were required due to the City's Step System.

Thank you,

Christina Rivas, CMC
City Recorder
City of Eagleville

108 S. Main St. / POB 68
Eagleville, TN 37034
615-274-2922
crivas@eaglevilletn.gov

Frequently Asked Questions

Training Requirements:

Pursuant to Tenn. Code Ann. §§ 7-34-115(j)(1), 7-82-308(f)(1), 68-221-605(f)(1) & 68-221-1305(f)(1), all local government board members that supervise, control, or operate a public natural gas, public water, or public sewer system, including, but not limited to, those systems using a separate utility board pursuant to any public or private act, must meet the training requirements.

✓ Who can Provide Training:

Comptroller Trainings

The Comptroller's Office currently provides 17 hours of online training at no cost. The Comptroller's Office also offers periodic training classes at various locations throughout the State. For questions about Comptroller training opportunities, email utilities@cot.tn.gov or call the Comptroller's utility line at 615.747.5260 to speak with a utilities specialist.

External Trainings

Tenn. Code Ann. §§ 7-34-115(j)(5), 7-82-308(f)(7), 68-221-605(f)(4) & 68-221-1305(f)(4) provides that "[a]ny association or organization with appropriate knowledge and experience may prepare a training and continuing education curriculum" for all utility board members. Other training opportunities can be approved for credit, however, material must be submitted to the comptroller for review and approval prior to use. In order for a training curriculum to be approved it must contain, "board governance, financial oversight, policy-making responsibilities, and other topics reasonably related to the duties of the members of the board."

Internal Trainings

The Comptroller's office is also granted authority to approve internal trainings so long as it is compliant with all requirements listed above.

Retro-Active Approval

Training curricula must be submitted to the Comptroller's Office for review and approval prior to use, retro-active approval is not available.

Curriculum Approval

Any organization wishing to have its training approved should fill out and file the form found [here](#). Organizations must submit any changes and updates made to their curriculum, statute also states that training curriculum should be updated every three years and resubmitted to the Comptroller's office.

✓ How Many Hours are Required:

Municipal Systems:

All Municipal board members that supervise, control, operate a utility system are required to obtain 12 hours of certified utility education within one year of their initial election. If the board member was elected prior to the enactment of training legislation in 2017, than their initial training period would have begun on the date of their election following April 12, 2017. Once the initial 12 hours of training is completed, officials are thereafter required to obtain 12 hours of continuing education within three year periods beginning on the January 1st following completion of the initial training period.

Utility Districts:

All Utility District board members that supervise, control, operate a utility system are required to obtain 12 hours of certified utility education within one year of their initial election. If the board member was elected prior to the enactment of training legislation in 2010, than their initial training period would have begun on their first reelection following June 30, 2010. Once the initial 12 hours of training is completed, officials are thereafter required to obtain 12 hours of continuing education within three year periods beginning on the January 1st following completion of the initial training period.

✓ **Documentation of Training:**

Pursuant to Tenn. Code Ann §§ 7-34-115(j)(8) & 7-82-308(f)(4), all utility governing body members are required to file an annual written statement with their municipality by January 31 of each year. Please keep in mind that these statements should be filed solely with the municipality, the Comptroller's office does **not** retain these records. Members must file a training statement even if they did not attend any training within the past year. Furthermore, board members should maintain copies of appropriate supporting documentation, including proof of attendance or completion certificates, for at least two continuing education periods.

✓ **Failure to Obtain Training:**

Training Extensions

A board member may request a training extension of up to six months from the Comptroller's Office. The law requires that the request "only be granted upon a reasonable showing of substantial compliance with this subsection (f). If the extension is granted, the board member must complete any additional required training hours necessary to achieve full compliance for only the relevant continuing education period within the extension period. The board member shall file copies of any extension request letters and corresponding Comptroller of the Treasury determination letters with the Tennessee Board of Utility Regulation."

Penalties for Non-Compliance

The Tennessee Board of Utility Regulation will have full discretion to order reasonable sanctions against the utility that the board member represents. This can include, but is not limited to losing the ability for the utility to accept grants and issue debt. If the board member is found verdict of guilty on any of the charges, then the suspension shall be made permanent and the board member will be ineligible for re-election.

Fw: Upcoming MTAS Training Opportunities

From Hellyn Riggins <hriggins@eaglevilletn.gov>
Date Wed 1/8/2025 2:11 PM
To Christina Rivas <crivas@eaglevilletn.gov>

Print for packet.

From: MTAS <mtas@tennessee.edu>
Sent: Wednesday, January 8, 2025 8:00 AM
To: Hellyn Riggins <hriggins@eaglevilletn.gov>
Subject: Upcoming MTAS Training Opportunities



Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

Happy New Year!

We are kicking off the new year with a new look for our weekly email. Upcoming training will be grouped under specific subject headings.

Visit our [Training Calendar](#) regularly for updated sessions!

UPCOMING TRAINING
OPPORTUNITIES



Successful Connections

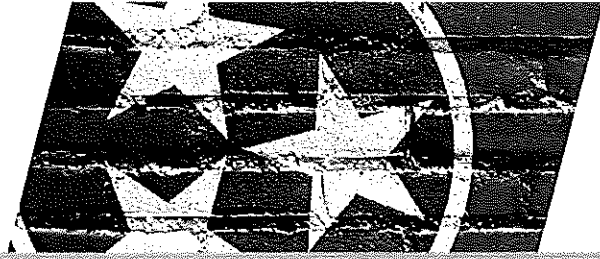
*February 7 | 11:30 a.m. – 1:00 p.m. CT
Nashville and Zoom*

Successful Connections is a state and local government partnership program featuring quarterly sessions.

Successful Connections offers 1.5 hours of CMFO CPE and utility training hours. However, you **MUST** 1) register by the deadline AND 2) request CMFO CPE and utility training hours when registering.

Registration details are coming soon.

ELECTED OFFICIALS



Elected Officials Academy: Municipal Foundations

January 21-23 | 5:30-8:00 p.m. ET
Zoom

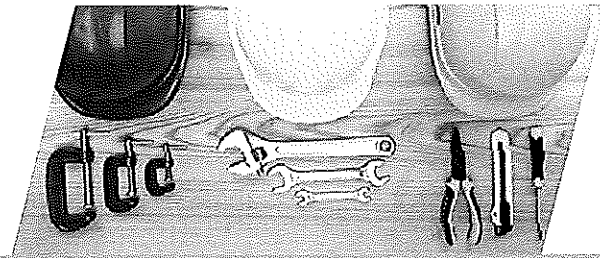
\$185

The Elected Officials Academy: Municipal Foundations program is designed exclusively for municipal elected officials. Course content focuses on foundational aspects of municipal governance. Topics include charters, ethics, public records, municipal finance, and more.

Utility Training: 7.5 hours

[REGISTER](#)

UTILITY TRAINING



Utility Boards Update

January 30 | 1:30 p.m. ET
Zoom

Start the new year with key updates on utility board regulation from the Comptroller's Office. This session is for water/wastewater utility board members and anyone responsible for managing compliance.

Utility Training: 1.0 hour

[REGISTER](#)



Ross Colona
Assistant Director
Local Government
Finance
Tennessee Comptroller of
the Treasury

MUNICIPAL FINANCE



Intro to Grant Writing

February 13 | 9:30 – 11:30 a.m. ET
Zoom

Registration: \$60

Gain an overview of the grant funding process with an emphasis on the essential components of a grant proposal package and how to craft a quality grant proposal that aligns with the funder's strategic funding priorities. The session will also include how to identify available grant opportunities from federal, state and foundation grant sources.



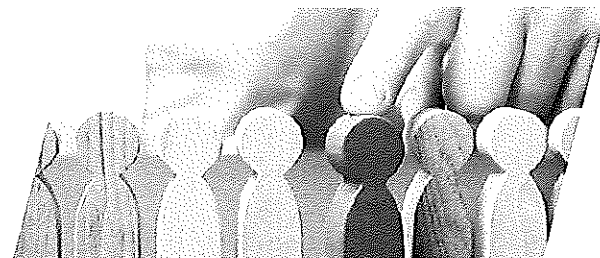
Chris Shults
Grants & Training
Specialist
MTAS

CMFO CPE: 2.0 hours*

**Based on the list of [qualified CPE topics and categories](#), this session may qualify as CMFO CPE. Please direct questions concerning CPE to the Division of Local Government Audit in the Comptroller's Office, 615-401-7841 or lga.web@cot.tn.gov.*

REGISTER

LEADERSHIP & MANAGEMENT



Total Organizational Health: A Framework for Strengthening Organizational Resilience

February 25 | 9:30 – 11:30 a.m. ET
Zoom

Registration: \$60

“Future readiness” in any organization requires a resilient workforce that can sustain its engagement over time and in difficult situations. Deciding where to invest time, effort, and other resources to support engagement can seem difficult and even overwhelming.



Christopher J. L.
Cunningham, PhD
UC Foundation Professor
of Psychology
UT of Chattanooga

This presentation will provide evidence- and experience-based guidance you can use to protect and promote employee health, safety, and well-being and the overall Total Organizational Health of any organization.

[REGISTER](#)

Hyperlinks above will display an Emma link since that is the mailing server we use, the links are valid. If you have any concerns please call the MTAS mainline at 865-974-0411.

Contact Us



www.mtas.tennessee.edu

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Got this as a forward? [Sign up](#) to receive our future emails.
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1610 University Avenue | Knoxville, TN 37921-6741 US

This email was sent to higgins@eaglevilletn.gov.
To continue receiving our emails, add us to your address book.

emma

ITEM 4f Surveillance Camera Proposals

January 2, 2025

In reviewing the proposals from SWC and Advanced Alarm Technologies, I submit the following comparison with my recommendations.

Advanced Alarm's proposal addresses everything we requested for \$4,274.00:

- Replace all interior cameras with UHD cameras using the existing wiring in City Hall.
- Add 5 additional exterior cameras to cover:
 - Employee parking area.
 - New parking lot on the south side of the building.
 - Camera for the north side parking area.
 - A camera to monitor the intersection.
- A new monitor for Chief Breniser to monitor the cameras from his office.
 - City Hall staff may also monitor the cameras from their desktops or phones.
- 3 desk mounted panic buttons.
- No contract or licensing fees. The City owns the equipment and can monitor from multiple devices without a subscription.

SWC's equipment may be of higher quality (I say this due to the disparity in price), but Chief Breniser and I concurred that the pitches from each company sounded as though they provided the same services and quality. Their proposal is \$34,897.18:

- Quoted a minimum of 9TB of storage for approximately 3 weeks of recording; Advanced quoted 4TB with the option to upgrade.
- 7 software licenses
- 2 solar powered cameras to be mounted on poles to monitor the intersection (they do not supply the poles).
 - These cameras cost \$4k per year per camera for the first 5 years.
 - The cameras can capture license plates in the field of view.
- CAT6 wiring for 3 cameras; existing coax cable for the remaining cameras.
- Lengthy contract requiring \$8k+ per year to maintain.
- Referred me to Advanced Alarm for the panic buttons.
- Chief Breniser would need to add a monitor for his desktop or use their app on another device - same as Advanced Alarm.
 - City Hall staff can also monitor the cameras on other devices.

As I said SWC's equipment may be of higher quality, but it sounds as though it does the same job for almost 9x the price.

My recommendation: Advanced Alarm is economical and was immediately responsive despite the tight time frame. Their intention is to use existing wiring and add wiring in the attic or crawl space for the exterior cameras. I believe that this would be sufficient and provide a desperately needed upgrade to the City's current system.

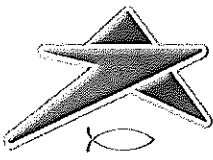
I further submit that the following options should be added:

- 12TB DVR instead of 4TB. This will allow for roughly a month of recording. The cost is an additional \$325.

- Add the varifocal camera in the lobby to supply a tight focus on the front door. This is an additional \$295.
- This last option further addresses Council's request, which is a second camera to observe the intersection. The camera is \$245.

The options bring the total to \$5139. If this project is approved for grant funding, it is possible they will pay the full amount, though I requested \$5,000.

Christina Rivas
City Recorder



ADVANCED ALARM
TECHNOLOGIES

PO Box 396
Fairview, TN 37062
Phone: 615-799-9114
Email: Advancedalarm995@gmail.com

December 17, 2024
City of Eagleville
108 South Main Street
Eagleville, TN 37060
615-274-2922
crivas@eaglevilletn.gov

Item Description: <i>New Camera System Ultra High-Definition DVR / Cameras AHD 2560 x 1920 Resolution - [UL listed]</i>	Quantity	Unit Price	Cost
16 Camera UHD DVR -includes 4TB HD Approximately 1-2 weeks of recording	1	\$1,195.00	\$1,195.00
Replace 7 UHD cameras	7	\$195.00	\$1,365.00
Adding new UHD cameras Locations: (2) rear cameras (1) South side (1) Intersection (1) North sides Cameras require attic and crawl space access.	5	\$225.00	\$1,125.00
HD Monitor	1	\$175.00	\$175.00
Back up battery surge suppressor	1	\$99.00	\$99.00
Panic buttons - desk mount	3	\$105.00	\$315.00
<i>Half the amount will be collected upfront when the install is scheduled, and half the amount will be collected at the time of installation.</i>			
		Subtotal	\$4,274.00
		Tax exempt	\$ 0.00
		Total	\$4,274.00

Optional:

Installing a 16 UHD camera DVR with 8 TB hard drive will be an additional \$225.00. (allows approximately 2-3 weeks of recording)
Installing a 16 UHD camera DVR with 12 TB hard drive will be an additional \$325.00 (allows approximately 3-4 weeks of recording)
Adding a varifocal camera in the lobby is \$295.00 (zoomed at the front door)
Adding a UHD camera at the front south corner is \$245.00 (looking at the intersection from the South side)

Notes:

All parts are taxed at 5%.
All Parts are UL Listed.
All Prices quoted are valid for **30** days from today's date.
Includes 1-year warranty parts and labor. There are no additional monthly monitoring fees for the cameras.



City of Eagleville_upgrade Cameras

108 South Main Street
Eagleville, TN 37060

Proposal for City of Eagleville, TN

SWC of Nashville
1713 Lebanon Pike
Nashville, TN 40299

luke.hannibal@swc.net | 615.416.3291

December 19, 2024
Proposal valid for 30 days.

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Scope

City of Eagleville - Upgrade Camera System

SWC proposes to upgrade the existing camera system to match the Police/Fire Dept.'s system.

Five 5MP minidomes will be installed on the inside at the current locations of the existing cameras, and two 5MP IR Bullets will be installed outside at the existing locations.

An Avigilon appliance recorder will be installed with 16 POE ports and 9TB HD for image storage. 7 Standard Edition software licenses are included. The 3 closest cameras will have new CAT 6 run to them while the 4 distant cameras will have Ethernet over Coax modules installed on the existing Coax cable.

A line item to add two 180 degree cameras on the North and West side of the building (if looking at the building from the main street it would be the right side and rear) is included separately. The south side and north side will need to be looked at while the techs are onsite for possible cabling pathways for those cameras. Two Avigilon Standard edition camera licenses are also included.

A third line item is for 2 LPR cameras that are solar powered with Mobile connection to the LPR cloud. These will be mounted on a pole (not supplied - can be utility pole if approved by utility company). These cameras capture any license plate in the field of view of the camera. The viewing of the captures are viewed thru a dashboard that the Admins will have access to.

These LPR cameras are a Subscription based lease agreement with the yearly price of \$4,000.00/year PER LPR camera for a 5-year term then year to year.

Pricing Summary

OFFER: In accordance with the Scope of Work and Terms and Conditions attached hereto, SWC is pleased to offer this pricing, *valid through 1/18/2025, for the following project:*

City of Eagleville_upgrade Cameras

REF #: 62612_EST_1

ESTIMATE GROUP	TOTAL PRICE
1. Upgrade 7 Existing Cameras	\$17,009.98
2. Add 180 Cameras	\$9,846.65
4. LPR Camera - Solar Powered	\$8,040.55

SUB-TOTAL: \$34,897.18
TAX (EXEMPT): \$0.00

TOTAL: \$34,897.18

Per my authority as an executing agent, please accept this as an intent to award and enter into a contractual agreement with SWC.



Bill of Materials

EST. GROUP - 1. Upgrade 7 Existing Cameras

Mfg	Part Num	Description	Quantity
Avigilon	5.0C-H6M-D2-IR	5MP H6M Indoor Mini Dome IR Camera with	5.00
Avigilon	5.0C-H6SL-BO1-IR	5MP H6SL Bullet Camera with 3.4-10.5mm L	2.00
Windy City Wire	556609	Wire,Cat6,CMP,Unshielded,Blue	1.00
Avigilon	VMA-AS3X-16P09-NA	HD Video Appliance 3X Pro 16-port 9TB, N	1.00
SWC	Misc-Cable	Misc. Cable, Connectors and Consumables	1.00
Avigilon	UNITY8-STD	UNITY STANDARD CAMERA CHANNEL	7.00
Altronix	eBridge100RMT	eBridge 1-channel Tx/Rx Kit, EOC + POE+,	4.00

EST. GROUP - 2. Add 180 Cameras

Mfg	Part Num	Description	Quantity
NEW	15C-H5A-3MH	3X5MP, WDR, 270 degree max field of view	2.00
Avigilon	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use w	2.00
Avigilon	H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surfa	2.00
Avigilon	WLMT-1001	Wall Mount for large pendant camera	2.00
Avigilon	H4AMH-AD-IRIL1	IR Illuminator Ring for H4 Multisensor	2.00
Avigilon	POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector	2.00
SWC	Misc-Cable	Misc. Cable, Connectors and Consumables	1.00
Avigilon	UNITY8-STD	UNITY STANDARD CAMERA CHANNEL	2.00
Windy City Wire	556609	Wire,Cat6,CMP,Unshielded,Blue	1.00

EST. GROUP - 4. LPR Camera - Solar Powered

Mfg	Part Num	Description	Quantity
Avigilon	LPR-VSFS-L6Q-S-SUB	L6Q Quick Deploy Camera (Solar Kit) Subs	2.00
Avigilon	LPR-VS- CLIENTPORTAL-	Client Portal Account (Acct Setup)	1.00
Avigilon	LPR-VS-SHP-02	Vigilant Shipping Charges - Fixed or Com	1.00
SWC	Misc-Cable	Misc. Cable, Connectors and Consumables	2.00

Terms & Conditions

Article A. Scope Includes:

Scope includes the following unless specifically modified by the written, project specific scope of work contained in this proposal.

1. Submittals for review and approval, if required.
2. SWC Construction documents from approved Submittals for strict use by others for providing a complete conduit/raceway system and all conjunctive efforts.
3. Furnishing ONLY; special housings and special back boxes for installation by others.
4. Furnishing and installing wire and cable for systems listed.
5. 5 Furnishing, installing and termination of field devices.
6. Furnishing, installing and termination of head-end equipment in Equipment Rooms and Control areas.
7. Functional testing of systems per SWC standards. Testing documents available upon request.
8. Operation and maintenance documents in electronic format ONLY, per the standards of SWC.
9. Project Management services in coordination with SWC scope of work.
10. Site Supervision during the installation of SWC scope of work ONLY.
11. As required; site conditions verification for SWC Scope of work ONLY.
12. Consideration of prevailing wage requirements if and as applicable.
13. Removal of only those existing system/devices and cable rendered obsolete by this project.
14. Training and Go-Live support as defined in the bid documents, and will be on consecutive days Mon-Fri 8am-4pm. Customer conducted end-user training must be completed prior to Go-Live

Article B. Scope Excludes:

Scope excludes the following unless specifically modified by the written, project specific scope of work contained in this proposal.

1. Service and circuit power requirements including final connections to any and all of our electronic equipment.
2. A complete and independent conduit/raceway for system per the NEC and installed in the most direct and efficient manner and method including all necessary conduit, back boxes, pull/junction boxes, wire ways, 'J' hooks, racks, pull strings etc. all being properly identified and color coded (unless specifically described in the scope of work).
3. Lead lined or similar back boxes unless specifically noted.
4. Finish Painting (except for those products furnished from the factory by SWC with finish paint).
5. Patching of concrete, tile, drywall or masonry.
6. Core drilling and sleeves including any X-ray services needed.
7. Furnishing and installing hardware for doors.
8. Any and all interfacing to other equipment unless specifically noted. This includes lighting control relays.
9. Server(s) and workstation(s) hardware and Microsoft operating system

ARTICLE C. TERMS & CONDITIONS:

Term and Conditions are as follows unless specifically modified by the written, project specific scope of work contained in this proposal.

1. These Standard Terms and Conditions are a part of the Proposal made by and between SWC and the Customer identified in the Proposal. Upon acceptance of the Proposal by the Customer by signature, the total Proposal contents and any other documents included or referenced in the Proposal create a legal and binding Contract/Subcontract between SWC and the Customer. The Agreement must be executed by the Parties, the Customer and SWC, prior to any action or work being performed by SWC.
2. Customer's Contract and Bond. The Customer shall furnish to SWC a copy of its Contract; values may be removed, along with a copy of the Customer's Performance and Payment Bond.
3. Builders Risk. The Customer shall also secure and furnish to the SWC a copy of the Builders Risk Insurance policy covering the entire project inclusive of the SWC's on-site work and delivered equipment.
4. CAD Files. The Customer will furnish to SWC required and appropriate CAD files immediately after execution of this Agreement. Delays in furnishing CAD files will delay the project. Lack of appropriate CAD files will be cause for a change order at \$250 per sheet.

5. Project Schedule & Site Requirements. The Project Schedule will be a mutually agreed upon document between the Customer and SWC inclusive of the original issue and all revisions. SWC will issue to the Customer its schedule to state and clarify SWC's activities, durations and order of activities. The Customer shall issue any proposed revisions to the Schedule in a timely manner in order that SWC may respond with agreement and or changes.
- Schedule Acceleration by the Customer, for reasons not caused by SWC (i.e. other trades not meeting the schedule, weather, site conditions and other delays), may result in additional manpower or manhours to be required of SWC. These may result in additional compensation and or time extensions to SWC's Work.
 - Work Hours. SWC's Proposal is based on normal work hours Monday through Friday. SWC may request of the Customer to self-schedule at SWC's own expense. Any other requirement by the Customer of SWC will be cause for additional compensation.
 - Schedule items of commencement and performance of possible SWC activities require completion of work by other trades. The possible key activities are as noted following:
 - Wire and cable installation – Completion of conduit and raceway with pull-strings in place, conduit color-coded per SWC system color designations (including conduit terminations and pull boxes) and all conduit and pull boxes being properly labeled.
 - Device installation – Walls and ceilings completed and finish paint applied with all areas dust and moisture free and building (Work area) secured.
 - Headend equipment installation – Equipment Rooms 100% complete, lockable and environmentally controlled.
 - Control equipment installation – Rooms 100% complete, lockable and environmentally controlled.
 - Release of a certain quantity of (minimum of 4) rooms or areas per consecutive day/week; failure to release or delay in release may be cause for additional compensation.
 - Submittals (Shop Drawings). Normal timeframe is 8-12 weeks from receipt of execution by both parties of this proposal. Timeframe is dependent of the Project size, scope and requirements.
 - Within the first 30-40 days of the execution of the Proposal, SWC will require the following, if applicable, in order to make the project a success and in order to proceed with final design, programming, manufacturing and installation: (1) necessary IP addresses and server access, (2) needs assessment session and sign-off and (3) final review and sign-off of project scope, submittals and schedule.
 - Manning the Site (Installation Start). Allow a minimum of 2-8 weeks from receipt of approved Submittals for SWC to commence work on site.
 - SWC Site Supervision and Site Meetings. SWC will assign a designated Project Manager and or Site Superintendent to the Project. SWC shall have on-site supervision only when we have on going site work being performed by the SWC's personnel. SWC shall attend all site meetings when we have on-going work on-site or any meetings requiring our attendance when proper notice has been received from the Customer.
 - Customer/Owner Site Supervision. The Customer will assign a designated Project Manager and or Site Superintendent to the Project as the point of contact. For Health Care projects, the facility will appoint a Clinical Administrator, a Systems Resource Administrator and IT Administrator for coordination and working directly with SWC throughout the project.
 - Protection of Work. SWC takes full responsible for protection of its work as it applies to the normal project conditions, however SWC's responsibility does not cover damage to our equipment and work by other trades whether it by accident, negligence or a deliberate action.
 - Temporary Site Facilities. Unless specifically identified in SWC's scope of work, the Customer shall furnish all proper and sufficient temporary site facilities, including but not limited to site access, lockable storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, toilets, potable water, electrical service, lighting, heat, ventilation, weather protection, fire protection, dewatering (pumping) and trash and recycling services.
 - Safety Barriers and Fines. SWC shall not be liable for erecting or maintaining project safety barriers except those specifically needed for the work of SWC.
 - Safety Policy. Safety First is mandated by SWC and as such all SWCs employees or subcontractors will operate under its written Safety Policy. The Customer may request a copy for its records.
 - Drug Policy. Drug Free is mandated by SWC and as such all SWC's employees or subcontractors will operate under its written Drug Free and Substance Policy. The Customer may request a copy for its records.
6. Payment Terms, Stored Material & Changes to Work.
- Payment Terms. SWC shall issue its Schedule of Values for determining its progress payments, which will include the required downpayment, Engineering, Manufacturing, Project Management, off-site stored materials and any other disciplines of the Work. Progress payment invoices will be issued on the 25th of each month for work performed through that current month's end. Payments are due within thirty (30) days of invoice date. All sums not paid when due shall bear interest at the rate of 1 ½% per month from the due date or the maximum rate permitted by law. Failure to pay any invoice when due shall constitute a breach of contract and will result in work stoppage until payments are brought up to date, remobilization fees shall apply. Additionally if SWC is forced to engage an outside source, legal or otherwise, to collect on any past due amount, then such costs and fees to do so will be born by SWC's Customer.

- SWC's standard payment application and invoice forms will be accepted and used for issuing the monthly request. No other additional documentation or forms will be required for payment. Any request for additional forms or documentation will be upon written request and, if approved by SWC, will be processed at an additional administrative fee to be invoiced separately. Certain requested information, if approved, will be redacted for all confidential information and or pricing.
 - SWC does not accept any contingent payment terms and or clauses of any type. SWC requires prompt payment by our Customer to meet our obligations to our labor and vendors alike and therefore will not accept the risk of our Customer's receipt of payments from their customer or from any source for payment to SWC.
 - Payment for Stored Materials. Payment for materials stored at SWC's facilities will be allowed. Materials and components must be ordered in advance to assure Schedule requirements and along with the sensitivity of the equipment to the conditions of a construction site dictates storage offsite in a controlled environment until the facility is environmentally controlled and secured." SWC's facilities and warehouse are secured and monitored for fire and theft plus being environmentally controlled.
 - Lien Waivers. SWC will only issue and sign final waivers of lien or bond rights that exclude any waiver of lien or bond rights securing payment, unbilled changes, and claims which have been asserted in writing or which have not yet become known to SWC, and any such waivers shall either apply only through the date of work covered by SWC's last payment application that has been paid in full, or shall be conditional upon receipt of funds to SWC's account. Releases of Lien for partial or final payment will be contingent on the receipt of the funds covered by the Release of Lien.
 - Changes and Claims. SWC shall be entitled to equitable adjustments of its schedule and price for delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to (a) those cause by labor unrest, fires, acts of nature, wars, or suspensions or delays caused by the Customer or others; (b) extra work it performs in accordance with the proposal; and (c) extra work it performs pursuant to written or verbal instructions of the Customer, provided that SWC gives the Customer notice in writing (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work. All extra work will only be performed by the SWC only after issuance by the Customer of a signed and executed change order, time & material work order and or other SWC approved directive.
 - Retainage. No retainage will be withheld on labor or materials.
 - Payment Forms. Acceptable payment forms shall be submitted and approved by SWC. Payments forms that will be considered are Customer Company check, bank draft and credit card. Note, for credit card payments, SWC will charge a processing fee current to SWC at the time.
 - Performance and Payment Bond. Proposal pricing does not include the cost of a performance and payment bond. The P&P Bond is available upon written request at a minimum cost of one (1%) percent of the final executed Proposal value. The P&P Bond, if required, will be invoiced separately.
 - Project Startup and Mobilization Fee. A fee in the amount of thirty (30) percent of the final Proposal price will be required to be received by SWC prior to commencement of any work of the executed Proposal.
 - Taxes are not included in the Proposal price unless specially noted.
 - Ownership and Title of Equipment. Title and ownership to any Equipment and Software remains with SWC until receipt of full payment or invoiced portion thereof. Any Equipment or Software used to operate the system(s) is subject to the license or software license granted by the applicable manufacturer or SWC. All designs for the system(s) and software are proprietary to SWC and remain the sole and exclusive property of SWC and or SWC's manufacturer. Such designs may not be modified by the Customer or any third party without prior written authorization.
7. Permits, local license, inspections and all related cost will be furnished and paid by others. SWC is licensed to perform work in the state and has license as such.
 8. In the case of termination for our Customer's or the Owner's convenience, SWC shall be entitled to receive payment for work executed, materials purchased and costs incurred by reason of such termination along with reasonable overhead and profit on the work not executed.
 9. Customer/Owner Insurance. The Customer/Owner shall maintain a Builders Risk and other policies of public liability, property damage, burglary and theft insurance under which SWC and the Customer are named as insured, and under which the insurer agrees to indemnify and hold SWC harmless from and against all costs, expenses, including attorney fees, and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries or damages contributed to by SWC's negligent performance to any degree or its failure to perform any obligation.
 - The minimum limits of liability of such insurance shall be \$1,000,000.00 for any injury or death and property damage, burglary or theft coverage in an amount necessary to indemnify Customer for property on its premises. SWC shall not be responsible for any portion of any loss or damage which is covered or recoverable by the Customer from insurance covering such loss or damage against which the Customer is indemnified or insured.
 - SWC's insurance. SWC's insurance will name its Customer only as additional insured. SWC's standard insurance policy and the limits therein, which will meet the minimum requirements, shall be acceptable.

- SWC shall maintain insurance with coverage until the end of the warranty period with the limits only as provided by SWC's existing insurance program as shown by its certificate of insurance issued at the time of Proposal execution. SWC's insurance is not and will not become at any time the primary coverage for the Customer or any other party and does not accept any contribution provisions for the Customer or any other party for any associated defenses or losses. Any "No Subrogation" clauses placed on the SWC are deemed null and void.
 - Wrap-Up Projects (OCIPs and CCIPs), SWC will not participate in a consolidated insurance program ("CIP"). SWC's Insurance Carrier does not allow SWC's participation in any secondary insurance programs provided by the Customer, Owner, Construction Manager and or Contractor (OPIC, CCIC, etc.) due to most programs of such having limited coverage to the site and in coverage amounts.
10. Warranty. SWC's warranty, if applicable, will begin at SWC's substantial completion (phased if applicable) and the issuance of the Certificate of Warranty by the SWC. Warranty will be one (1) year from substantial completion of our scope of work and or beneficial occupancy or use by the Owner and or the Owner's agents / employees and as noted will be as defined by our Certification of Warranty issued at the time of substantial completion of our scope of work and or beneficial occupancy or use by the Owner and or the Owner's agents / employees. Certain hardware may be covered by an additional manufacturer's warranty (shipping/freight, and labor excluded)
 - Additional pricing is specially excluded in the Proposal for extended warranty services. Extended warranty services require a separate executed agreement. If such an agreement is executed and paid at the stated time, it will begin one year from issuance of SWC's Certificate of Warranty. Failure to execute and issue payment will result in loss of service and support under warranty terms and conditions. However, if an extended warranty agreement is not executed then SWC's normal billable service will remain available on a will-call basis.
 11. Force Majeure. SWC shall not be liable or responsible to any party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent, directly or indirectly, such failure or delay is caused by or results from acts beyond SWC's reasonable control, including, without limitation, the following force majeure events (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; (m) delayed at any time in the commencement or progress of its Work due to a delay in delivery of or unavailability of materials (transportation and or supply chain issues) beyond the control and fault of SWC, (n) unexpected skilled labor shortage, (o) access to the project that prevents performance to the agreed upon schedules and (n) other similar events beyond the reasonable control of SWC. For the avoidance of doubt, Force Majeure shall not include financial distress, the ability to make a profit, to avoid a financial loss or SWC's inability to perform its obligation for reasons other than those stated.
 12. Special Site Conditions. Owner/Contractor will provide a safe, clean work environment free from any infectious and or hazardous conditions.
 13. Anti-bid shopping clause. It is understood and agreed that this Quote is a confidential document between the parties and any use thereof to conduct business with any party other than SWC constitutes a breach of contract. The sharing of commercially sensitive business information with competitors (such as information relating to prices and costs) can amount to illegal conduct and must be avoided.
 14. Hold Harmless and Indemnification Restriction. SWC's indemnification is strictly limited to damages caused by and only caused by SWC's own negligence. Any indemnification or hold harmless obligation of SWC extends only to claims relating to bodily injury, sickness, disease or death and property damage (other than to SWC's work), and then only to that part or proportion of any claim caused by the negligence or intentional act of SWC, its sub-subcontractors and its employees. SWC shall not have a duty to defend any other party.
 15. Lien and Bond Rights Preserved. This is a preliminary information pursuant to applicable State laws and does not constitute a current lien on the said property nor does it reflect adversely on the Customer and if applicable the Owner. It is a notice to protect the rights of SWC and is not a lien, cloud, nor encumbrance to the said property, nor is it a matter of public record. Certain State and local laws require the issuance of this notice as a prerequisite afforded by the lien and or bonding laws in most instances to protect the rights in the future. Accordingly, this provision, notice, is made a part of this agreement as a matter of protection to SWC as a standard practice. Notwithstanding any provision to the contrary, SWC may take all steps reasonably necessary to preserve and enforce its lien and bond rights.
 16. Prevailing and or union wages are not included in our proposal unless specially noted.
 17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the location of the facility for which product is installed or services are performed.
 18. Severability. In the event any one or more of the clauses or provisions of this Agreement or any exhibit is held to be invalid or inapplicable to said Agreement or otherwise unenforceable, the enforceability of the remaining clauses and provisions shall remain enforceable.

- 19. Additional Provisions. Contract provisions and clauses not stated that strictly apply to this Agreement but may become applicable or necessary in the course of the Project (i.e., Dispute Remedies, Severability, Termination, Assignments, Conflicts, etc.) shall be in accordance with the standards of the American Subcontractors Association Contract Articles and Clauses.
- 20. Time validity of this Quote is 30 days.

PROPOSAL ACCEPTANCE

By signing this Proposal, the Customer accepts this Proposal, enters into a Subcontract Agreement with SWC in the amount of \$34,897.18 and authorizes SWC (South Western Communications, Inc.) to commence with the noted Work of Proposal 62612_EST_1. The authorization is inclusive of approval to commence Equipment procurement, Engineering, Programming, Manufacturing and Installation with applicable progress invoicing of same.

Execution of this Agreement by the Parties. SWC reserves the right to delay the commencement of any required activities of this Agreement until which time SWC has received the required Project Start-up and Mobilization fee and other applicable requirements such as Customer Credit/Risk Application, Insurance Certificates (Customer and Builders Risk), Bond (Customer and Owner, CAD Files, etc.,

Note: This proposal will expire if not accepted within thirty (30) days of the date of the Proposal. SWC reserves the right to modify this Proposal at any time prior to acceptance.

Proposal Acceptance and Subcontract Execution:

By:

Customer Authorized Signature

 Printed Name

 Title

 Acceptance Date

SWC Authorized Signature

 Printed Name

 Title

 Acceptance Date



ITEM 4g Grant Contract with State of Tennessee, Department of
Commerce and Insurance



GOVERNMENTAL GRANT CONTRACT

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

Begin Date February 1, 2025	End Date March 19, 2028	Agency Tracking # 33501-2548330	Edison ID 85061-06		
Grantee Legal Entity Name City of Eagleville			Edison Vendor ID 0000002615		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Grant funds for the Tennessee Law Enforcement Hiring, Training, and Recruitment Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$25,000.00				\$25,000.00
2026	\$25,000.00				\$25,000.00
2027	\$25,000.00				\$25,000.00
2028	\$25,000.00				\$25,000.00
TOTAL:	\$100,000.00				\$100,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

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

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

Grantee Edison Vendor ID # 0000002615

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has been POST-certified in Tennessee with a break in service as a law enforcement officer of more than one (1) year but less than seven (7) years; or
 - ii. a law enforcement officer who has been POST-certified or the equivalent POST-certification from any state in the United States, other than Tennessee, with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer

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

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

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

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

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on February 1, 2025 ("Effective Date") and ending on March 19, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred thousand dollars (\$100,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.4. The total of said payments shall not exceed the maximum liability of this Grant Contract.

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

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

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

- a. Each Cost Sharing - Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Grantee Name.
 - (2) Name and Signature of the Grantee's Chief.
 - (3) The Invoice Date.
 - (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.
- b. The Grantee understands and agrees to all of the following:
- (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:
- (1) Grantee's Edison ID;
 - (2) Contract Number (assigned by the State);
 - (3) Invoice Number (assigned by the State);
 - (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
 - (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall be responsible for maintaining and submitting the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- C.13. Payment for Performance. The Grantee may submit the Cost Sharing - Recruitment Grant Invoice (Attachment B), and all supporting documentation required by the State covering training for officers hired after May 1, 2023, and before the execution of the Contract.

D. STANDARD TERMS AND CONDITIONS:

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

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-L.L.L., "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

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

The Grantee:

David Breniser, Chief
 City of Eagleville/ Eagleville Police Department
 108 South Main St, P.O. Box 68
 Eagleville, TN 37060
dbreniser@eaglevilletn.gov
 Telephone # 615-203-2781

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

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

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

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

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete the Parent Child Information Form, attached hereto as Attachment C.

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 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 ten thousand dollars (\$10,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost

revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies

arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

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

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State

or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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

IN WITNESS WHEREOF,

CITY OF EAGLEVILLE:

GRANTEE SIGNATURE	DATE
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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)
DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER	DATE
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ATTACHMENT A

Page 1

GRANT BUDGET				
City of Eagleville				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: February 1, 2025		END: March 19, 2028		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	\$100,000.00	0.00	\$100,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$100,000.00	0.00	\$100,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

ATTACHMENT A
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$100,000.00
TOTAL	\$100,000.00

ATTACHMENT B



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



Complete for each officer who met the designated benchmarks and anniversary dates.
 Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Start Date	Anniversary Date	Anniversary Period (6,12,24 or 36)

Name of Law Enforcement Agency: _____
 Print Name of Chief: _____ Date: _____
 Signature of Chief: _____

For Internal Use Only:

Grantee Edison ID:		Contract No.:				Invoice No.:
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below					Date sent to Fiscal:
	6 Months	12 Months	24 Months	36 Months	Total Bonus	
Category 1 Officers – Experienced	_____	_____	_____	_____		Grantee Mailing Address:
	\$1,000	\$3,000	\$3,000	\$3,000		
Category 2 Officers – No Previous Certified Experience		_____	_____	_____		Total Amount to be Paid:
		\$3,000	\$2,500	\$2,500		

ATTACHMENT C

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 0000002615

Is Grantee a parent? Yes No

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

Child Entity Name	Child Entity EIN

Is Grantee a child? Yes No

If yes, please complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone Number: _____

Email Address: _____

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