

WORKSHOP AGENDA

Board of Mayor and Aldermen

January 2, 2024 @ 6:30 PM

For the January 4, 2024 Regular Meeting @ 7:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Alderman Haas.
- Pledge of Allegiance by Alderman Waldron.

ORDER OF BUSINESS

1. Approve Minutes: December 5, 2023 Regular Meeting.
2. Public Comment Period.
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2023-28** - An Ordinance to Amend Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code Regarding the Membership of the Local Emergency Planning Committee. (Received a favorable recommendation from the LEPC on November 13, 2023.)

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

5. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Bid - Water Treatment Plant SCADA Project.
 2. Request for Proposal - Senior Center Services Provider.
 3. Request for Proposal - Youth Soccer Leagues Provider.
 - B. Approve Hands on Nashville Community Partner Program Agreement.
 - C. Approve Memorandum of Understanding (MOU) with Motlow State

Community College for Non-Credit Instruction for Fire Department Basic Emergency Medical Technician Training.

- D. Ratify the Approval of a Grant Contract with the State of Tennessee Department of Military, Tennessee Emergency Management Agency for the Hazard Mitigation Grant Program.
- E. Ratify the Approval of an Agreement with ProFirst Training and Consulting, LLC, DBA ProFirst Training for Professional Public Safety Pre-Employment Background and Investigation Services.

NEW BUSINESS

- 6. First Reading - **Ordinance #2024-01** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18P, Group C, Parcels 5 and 5.01, Consisting of Approximately 0.83 Acres, Located at 512 and 516 Old Nashville Highway, From a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)
- 7. First Reading - **Ordinance #2024-02** - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)
- 8. **Resolution #2024-01** - A Resolution to Accept Phase 1 of the Carothers Crossing Subdivision. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)
- 9. **Resolution #2024-02** - A Resolution to Amend the Employee Handbook.
- 10. Appoint or Remove Board / Committee Members:
 - A. Beer Board. (One term is vacant.)
 - B. Historical Preservation Advisory Committee. (One term expired 12/31/2023.)
 - C. Library Board. (Two terms expired on 12/31/2023.)
 - D. Local Emergency Planning Committee. (Two terms are vacant; Four terms expired 12/31/2023.)
 - E. Stormwater Appeals and Advisory Board. (Two terms are vacant; One term expired 12/31/2023.)
 - F. **FYI** - Board of Zoning Appeals. (Two terms expire 1/31/2024.)
 - G. **FYI** - Construction Board of Adjustment and Appeals. (Two terms expire 1/31/2024.)
 - H. **FYI** - Greenway Advisory Committee. (One term expires 1/31/2024.)
- 11. Discussion - Brookside Neighborhood Park.

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON DECEMBER 5, 2023, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The December 5, 2023 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Dennis Waldron.

A prayer was led by Vice-Mayor Cole. The Pledge of Allegiance was led by Alderman Hobbs.

Mayor Cole wished City Administrator Bruce Richardson a Happy Birthday.

ORDER OF BUSINESS

1. Approve Minutes: November 7, 2023 Regular Meeting and November 16, 2023 Special Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the November 7, 2023 Regular Meeting and the November 16, 2023 Special Meeting, was adopted with all voting AYE, except Alderman Waldron, who voted NO.

2. Presentations:

A. Swearing-in Ceremony – Police Chief Christopher Moews.

Mayor Cole swore in Chief Moews as the new Police Chief for the La Vergne Police Department.

Mayor Cole called a recess to the meeting at 7:09 p.m.
Mayor Cole reconvened the meeting at 7:30 pm.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department. Police Chief Chris Moews gave the report for the Police Department.

- B. Fire Department.** Fire Chief Ronny Beasley gave the report for the Fire Department.
- C. Parks & Recreation Department.** Mr. David McGowen gave the report for the Parks & Recreation Department.
- D. Library.** Ms. Donna Bebout gave the report for the Library.
- E. Finance Department.** Ms. Tonya Williams gave the report for the Finance Department.
- F. Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.
- G. Public Works Department.** Mr. Michael Dietz spoke about the Jefferson Pike repairs. He stated that the work had been completed.

OLD BUSINESS

- 5. **Second Reading – Ordinance #2023-27 – An Ordinance to Amend Title 16, Chapter 5, Section 16=502 of the La Vergne Municipal Code and Amend the City of La Vergne Fee Schedule Regarding the Moving of Houses, Structures or Building.**

A motion was made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2023-27 on second reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

CONSENT AGENDA

- 6. **Consent Agenda Items:**
 - A. Approve or Reject City Bids and Purchases:**
 - 1. **State Contract Purchase - Microsoft Annual License Renewal.**
 - 2. **Amendment - Sole Source Purchase - Ballistic Carriers and Plates for the Police Department SWAT Team.**
 - 3. **State Contract, OMNIA Partners Cooperative, and University of Tennessee Contract Purchases - Patrol Vehicles and Equipment for the Police Department.**
 - 4. **GSA Contract Purchase - Tactical Rescue and Response Vehicle for the Police Department.**
 - 5. **State Contract Purchase - Vehicle for the Fire Department.**

6. State Contract Purchase - Pickup Truck for the Street Department.
7. State Contract Purchase - Bucket Truck for the Street Department.
8. State Contract Purchase - Pickup Truck for the Stormwater Department.
9. State Contract Purchase - Two Pickup Trucks for the Water Department.
10. Amendment - State Contract Purchase - Two Service Trucks for the Sewer Department.
11. Sole Source Purchase - Smith & Loveless Products for Sewer Department.
- B. Approve Grant Contract with the State of Tennessee Department of Commerce and Insurance for the Provision of Grant Funds for the Tennessee Law Enforcement Hiring, Training and Recruitment Program.
- C. Approve Donation of Funds from the Rutherford County Convention & Visitors Bureau for a New Mural.
- D. Approve the 2024 Meeting and Holiday Calendar.
- E. Approve Facility Use Agreement with Aliah Billingsley for a Dance and Majorette Program at the Multipurpose Building.
- F. Approve Facility Use Agreement with Julianne Holbrook for a Zumba Program at the Multipurpose Building.
- G. Approve Facility Use Agreement with Jacqueline Dixon for a Jazzercise Program at the Multipurpose Building.
- H. Approve a Listing and Marketing Commission Agreement with Allsource Enterprices, LLC, DBA Safe Industries to Sell the Fire Department Heavy Rescue Truck.
- I. Approve a Memorandum of Agreement with the Department of the Navy, Naval Surface Warfare Center, Crane Division for Equipment to be Used by the Police Department.

A motion was made by Alderman Haas, seconded by Alderman Hobbs, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

7. First Reading - Ordinance #2023-28 - An Ordinance to Amend Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code Regarding the Membership of the Local Emergency Planning Committee. (Received a favorable recommendation from the LEPC on November 13, 2023.)

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2023-28 on first reading, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

8. Resolution #2023-25 - A Resolution to Amend the Employee Handbook.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Resolution #2023-25, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

9. Resolution #2023-26 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners James L. Richardson "Driver Safety" Page 3 of 3 Matching Grant Program.

A motion was made by Alderman Hobbs, seconded by Vice-Mayor Noe, to approve Resolution #2023-26, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

10. Resolution #2023-27 - A Resolution of the City of La Vergne Board of Mayor and Alderman to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

A motion was made by Vice-Mayor Noe, seconded by Alderman Haas, to approve Resolution #2023-27, was adopted following a roll-call vote.

Alderman Waldron	AYE
Alderman Hobbs	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

11. Appoint or Remove Board / Committee Members:

A. La Vergne Housing Authority. Mayor Cole reappointed Barbara McGee to the La Vergne Housing Authority.

MAYOR / ALDERMEN COMMENTS

Alderman Waldron wished everyone a Merry Christmas and a Happy New Year. He reminded everyone about the toy drive and the Senior Center's canned food drive. He asked everyone to check on their pets and the elderly. He reminded everyone to winterize their home and vehicles. He congratulated Chief Moews on his swearing in as our new Police Chief.

Alderman Hobbs wished everyone a Merry Christmas and congratulated Chief Moews. She reminded everyone about the Country Ham Breakfast on Saturday.

Alderman Haas wished everyone a Merry Christmas and a Happy New Year.

Vice-Mayor Noe thanked Public Works Director Michael Dietz for their hard work on Jefferson Pike. He stated he hoped to see everyone at the Christmas Tree lighting.

Mayor Cole reminded everyone about the Christmas Parade and Christmas Tree lighting. He thanked La Vergne Middle School for inviting him to the Great American Challenge. He also congratulated the winners and wished everyone a Merry Christmas.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:53 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Second Reading - **Ordinance #2023-28** - An Ordinance to Amend Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code Regarding the Membership of the Local Emergency Planning Committee. (Received a favorable recommendation from the LEPC on November 13, 2023.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2023-28

Summary:

This is an ordinance to amend the membership of the La Vergne Local Emergency Planning Committee.

Background Information:

At the November 13, 2023 Local Emergency Planning Committee meeting, a recommendation was made to make some changes to the membership of the committee. The recommendation is to remove one of the members representing the La Vergne Rescue Unit (leaving them with one), remove the one member representing Box 100, remove the one member representing the Rutherford County Special Operations and Response Team (SORT) and add three members that will represent La Vergne organizations or businesses that are required to file Tier II Emergency and Hazardous Chemical Reports. This will leave the total membership at 22 members.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-28

AN ORDINANCE TO AMEND TITLE 2, CHAPTER 6, SECTION 2-601 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE MEMBERSHIP OF THE LOCAL EMERGENCY PLANNING COMMITTEE.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee that:

SECTION I. Title 2, Chapter 6, Section 2-601 of the La Vergne Municipal Code is hereby amended to read as follows:

2-601. Creation and membership. There is created an advisory committee to be known as "The Local Emergency Planning Committee of the City of La Vergne," (hereinafter referred to as "the committee") which shall serve as an advisory committee, subject to the actions and policies of the board of mayor and aldermen.

There shall be twenty-two (22) members of the committee who shall be appointed by the mayor and confirmed by the board of mayor and aldermen, and who shall serve at the pleasure of the mayor and board. Two (2) members shall be appointed from the La Vergne Fire Department. Two (2) members shall be appointed from the La Vergne Police Department. One (1) member shall be appointed from the La Vergne Rescue Unit. Two (2) members shall be appointed from the La Vergne Public Works Department. Two (2) members shall be appointed from Rutherford County Public Entities. One (1) member shall be appointed from the La Vergne Finance Department. One (1) member shall be appointed from the water treatment plant. One (1) member shall be the city administrator. One (1) member shall be an environmental specialist. One (1) member shall be from the La Vergne Codes Department. One (1) member shall be from the American Red Cross. One (1) member shall be the parks and recreation director. One (1) member shall be from the information technology department. One (1) member shall be from the stormwater department. Three (3) members shall be appointed from La Vergne organizations or businesses that are required to file Tier II Emergency and Hazardous Chemical Reports. One (1) member shall be appointed by the mayor from the board of aldermen.

If the appointed member cannot attend a meeting or workshop, the agency or department may send a representative to act as a proxy in the appointed member's place.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. All ordinances, resolutions, or motions in conflict herewith are hereby repealed.

SECTION IV. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

December 22, 2023

Mr. Kyle Brown, P.E.
Assistant City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086

**RE: WATER SYSTEM SCADA UPGRADES
CITY OF LA VERGNE, TENNESSEE
PWSID # 0000386, TDEC ESU PROJECT NUMBER DW 20230938
UTILITY ID 1745 ARP DW-COSTD-1, G&M FILE #442-116**

Dear Mr. Brown,

On December 7, 2023 at 2:00 PM CST, the City publicly opened bids at City Hall for the above referenced project. Two bids were submitted, opened, and read aloud. The bid tabulation and attendance record from the bid opening are attached. The apparent low bidder is W&O Construction Company, Inc. ("W&O") with a total Bid of \$4,891,532.00. W&O's Tennessee contractor's license and bid bond appear to be in order; a printout of their Tennessee Contractor's license information is also enclosed.

This Project is partially funded by the TDEC ARP Non-Competitive Grant funds and as such, the TDEC State Water Infrastructure Grant "SWIG" Program must review the pre-award package and issue an Authority to Award prior to the City being eligible for reimbursements from TDEC. The City's Grant Writer has submitted the pre-award documents to the Grant Management System (GMS) website and we are awaiting their review and issuance of the Authority to Award.

Pending the receipt of TDEC SWIG's Authority to Award, we recommend award of the Water System SCADA Upgrades project to the low Bidder, W&O Construction Company, Inc. in the amount of \$4,891,532.00. The Notice of Award form is also enclosed. Please sign and return to me, if this award recommendation is acceptable to the City of La Vergne. Please do not hesitate to contact me if you have any questions or concerns regarding this project.

Sincerely,
GRIGGS & MALONEY, INC.



Jaimi E. Ensey, P.E.

Encl: Notice of Award Form
Bid Tabulation
Bid Opening Attendance Record
Contractor's TN License Information

Copy: Mr. Bruce Richardson, La Vergne
Ms. Juliet Williams, La Vergne
Mr. Michael Dietz, La Vergne
Mr. Scott Tatalovich, La Vergne
Ms. Felicia Anderson, La Vergne
Ms. Kemishia Sadler, La Vergne
Mr. Ryan Maloney, G&M

**SECTION 00510
NOTICE OF AWARD**

Date of Issuance: _____

Owner: City of La Vergne **Owner's Contract No.:** 442-116

Engineer: Griggs & Maloney, Inc. **Engineer's Project No.:** 442-116

Project: Water System SCADA Upgrades

Bidder: W&O Construction Company, Inc.

Bidder's Address: 150 Construction Drive, Livingston, Tennessee 38570

TO BIDDER:

You are notified that Owner has accepted your Bid dated December 7, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the Water System SCADA Upgrades.

The Contract Price of the awarded Contract is Four Million, Eight Hundred Ninety-One Thousand, Five Hundred Thirty-Two Dollars and Zero Cents (\$4,891,532.00) based on the Bid submitted on December 7, 2023.

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

[1] hard sets & 1 electronic PDF of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Engineer [5] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Section 00700, Articles 2 and 6, and Supplementary Conditions, Section 00800.
3. Other conditions precedent (if any): Please note that in Accordance with GC 6.03.G and SC 6.03.6, the Owner and the Engineer shall be listed, separately, as additional insured entities.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of La Vergne, Tennessee

Authorized Signature

By: Jason Cole

Title: Mayor

Copy: Engineer

**SELECTION MATRIX FOR
WATER SYSTEM SCADA UPGRADES - LA VERGNE, TENNESSEE
BID DATE: DECEMBER 7TH, 2023, 2:00 PM LOCAL TIME
GRIGGS AND MALONEY, INC. PROJECT NO. 442-116
TDEC ARP Non-Competitive Grant - UTILITY ID 1745 - DW-COSD-1**

The responding Bidders are listed in alphabetical order. The Evaluation results and the evaluator(s) are listed below.

Evaluation Completed: December 7, 2023

Evaluators: Jaimi Ensey, Griggs & Maloney, Inc.
Kyle Brown, City of La Vergne

Bidder's Name & Address		Reeves Young 45 Peachtree Industrial Blvd. N.W. Suite 200 Sugar Hill, GA 30518	W & O Construction Company, Inc 150 Construction Drive Livingston, TN 38570
Item No.	Bid Package Criteria Being Evaluated	Status / Notes	Status / Notes
1	Addendum Acknowledged?	Yes	Yes
2	Bid Submittal Form is Signed, Dated, and Attested?	Yes	Yes
3	Bid Bond of 5% or Cashiers Check Provided?	Yes	Yes
4	Drug-Free Workplace Affidavit Completed?	Yes	Yes
5	Statement of Compliance Certificate Illegal Immigrants	Yes	Yes
6	Title VI Compliance Survey	Yes	Yes
7	State of TN Byrd Anti-Lobbying Amendment Certification	Yes	Yes
8	State of TN Iran Divestment Act Certification	Yes	Yes
9	State of TN Certification Regarding Debarment, Suspension, and other Responsibility Matters	Yes	Yes
10	State of TN Non-Boycott of Israel Certification	Yes	Yes
11	State of TN Certification of Bidder Regarding Use of Women/Minority Subcontractors	Yes	Yes
12	List of Subcontractors Submitted	Yes	Yes
13	TN Contractor's License Number	70709	8039
14	Base Bid Total (see next page for full Bid Tabulation)	\$6,195,000.00	\$4,891,532.00
15	Deductive Alternate Total	No Bid	No Bid
16	Recommended for Award?	Not Recommended	Recommended

I certify this Bid Evaluation to be an accurate and complete summary of the Bids received 12/7/2023 at 2:00 PM CST.



Jaimi Ensey, P.E., Griggs & Maloney, Inc.

BID TABULATION FOR
WATER SYSTEM SCADA UPGRADES - LA VERGNE, TENNESSEE
BID DATE: DECEMBER 7TH, 2023, 2:00 PM LOCAL TIME
GRIGGS AND MALONEY, INC. PROJECT NO. 442-116
TDEC ARP Non-Competitive Grant - UTILITY ID 1745 - DW-COSD-1

Bidder's Name & Address				W & O Construction Co., Inc 150 Construction Drive Livingston, TN 38570		Reeves Young 45 Peachtree Industrial Blvd. N.W. Suite 200 Sugar Hill, GA 30518	
BASE BID							
No.	Item	Unit	Approx Quantity	Unit Price	Total Price	Unit Price	Total Price
1	General Conditions, including but not limited to mobilizations, demobilizations, overhead, profit, subcontractor/System Integrator coordination, all fees (e.g. Bond Fees, Insurance, Permits) (Ref Section 01025, Para. 3.03.B)	LS	1	\$1,050,215.00	\$1,050,215.00	\$690,400.00	\$690,400.00
2	Water Treatment Plant Site upgrades complete-in-place, includes but not limited to all work in and around the administrative offices, each Filter Plant building, Raw Water Intake, Electrical Building, High Service Pumps Vault, Lagoon area	LS	1	\$980,840.00	\$980,840.00	\$2,373,600.00	\$2,373,600.00
3	Sanders Drive Ground Tanks Site upgrades complete-in-place	LS	1	\$59,422.00	\$59,422.00	\$75,000.00	\$75,000.00
4	Sanford Knob Ground Tank Site upgrades complete-in-place	LS	1	\$76,608.00	\$76,608.00	\$135,000.00	\$135,000.00
5	McFarlin Elevated Tank Site upgrades complete-in-place	LS	1	\$64,390.00	\$64,390.00	\$120,000.00	\$120,000.00
6	Mason Road Booster Pump Station Site upgrades complete-in-place	LS	1	\$63,336.00	\$63,336.00	\$77,000.00	\$77,000.00
7	Waldron Road Booster Pump Station Site upgrades complete-in-place	LS	1	\$63,138.00	\$63,138.00	\$95,000.00	\$95,000.00
8	Lake Road Booster Pump Station site upgrades complete-in-place	LS	1	\$72,944.00	\$72,944.00	\$90,000.00	\$90,000.00
9	Chaney Woods Pressure Regulating Station site upgrades complete-in-place	LS	1	\$66,013.00	\$66,013.00	\$94,000.00	\$94,000.00
10	Farmingdale Pressure Regulating Station site upgrades complete-in-place	LS	1	\$69,626.00	\$69,626.00	\$120,000.00	\$120,000.00
11	System Integrator Allowance per Specification Section 01025, Section 16900, Appendix A, & the Plans.	LS	1	\$2,300,000.00	\$2,300,000.00	\$2,300,000.00	\$2,300,000.00
12	FF&E Allowance per Specification Section 01025, Appendix D, and the Plans.	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL BASE BID				\$4,891,532.00		\$6,195,000.00	
DEDUCTIVE BID ALTERNATE							
No.	Item	Unit	Approx Quantity	Total Price		Total Price	
1	Base Bid Item No. 2 shall include the Dry Liquid Polymer Preparation System as shown in the Plan Sheets 4, 4.1, and 4.2 and in Specification Section 463600 or approved equal. In lieu of the Base Bid Polymer Preparation System, the Owner consider the system, or approved equal, defined in Addendum #1, Specification Section "463600 Alternate – Dry Polymer Preparation System" as a deductive alternate to the Base Bid Dry Liquid Polymer Preparation System. The Owner reserves their right to select the Polymer Preparation System that is in the Owner's best interest, and the Owner is not required to award the deductive bid alternate. Bidder shall reference Addendum #1, Specification Section "463601 – Dry Polymer Preparation System (Deductive Alternate)" for bidding criteria.	LS	1	No Bid		No Bid	

I certify this Bid Tabulation to be an accurate and complete summary of the Bids received 12/7/2023 at 2:00 PM CST.



Jaimi Ensey, P.E., Griggs & Maloney, Inc.

License Search and Verification

We are upgrading verify.tn.gov to Public Search. Please visit us here: <https://search.cloud.commerce.tn.gov/>

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith%s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the [Public Record Request form](#).

<< [Click Here To Go Back To The Search Page](#)

License Details	
License Status	Active - Fully Licensed
License #	8039
License ID	8039
Expiration Date	Jan 31 2025
Original Date	Jan 18 1963
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	W & O CONSTR. CO., INC.
City	LIVINGSTON
State	TN
Zip Code	38570
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit	
CLASS	BC
CLASS	HRA-C
CLASS	HRA-E
CLASS	MU-A
CLASS	MU-B
CLASS	MU-C
MONETARY LIMIT	UNLIMITED



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Request for Proposal - Senior Center Services Provider.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. FiftyForward RFP Submittal

Summary:

This is a proposal from FiftyForward to coordinate and manage the daily operations of the La Vergne Senior Center. FiftyForward is a non-profit organization that specializes in the management of Senior Centers.

Background Information:

The city published a Request for Proposals (RFP) to see if there were any organizations that would be interested in managing the La Vergne Senior Center. FiftyForward is the only organization that submitted a proposal. FiftyForward currently manages seven centers located in Brentwood, College Grove, Bellevue, Bordeaux, Donelson, Madison and Wedgewood. Established in 1956, FiftyForward is the premier provider of innovative programs and services for older adults in Middle Tennessee. FiftyForward College Grove is comparable in size to La Vergne. In 2023, College Grove offered 87 types of unduplicated programs and events for members. FiftyForward has the network and experience to meet the needs of our older citizens in La Vergne. If the Board chooses to move forward, a contract between the City and FiftyForward will need to be drafted and presented to the Board for approval.

Financial Summary:

The financial requirements are included with the attached RFP submittal.

Staff Recommendation:

The Senior Center Advisory Committee gave a favorable recommendation at their December 18, 2023 meeting.

Staff recommends approval.

Request for Proposal for Senior Center Services – Senior Citizens, Inc. dba FiftyForward

Senior Citizens, Inc. dba FiftyForward

Request for Proposal for Senior Center Services

Primary Contact Information:

**Ms. Sallie Hussey, Chief Executive Officer
shussey@fiftyforward.org
615-743-3490**

Secondary Contact Information:

**Mrs. Teresa McDaniel, Chief Financial Officer
tmcdaniel@fiftyforward.org
615-743-3406**

Cover Sheet

City of La Vergne for Senior Center Services – Proposal Narrative from Senior Citizens, Inc. dba FiftyForward

4.1 Executive Summary

a. A brief overview of your organization.

FiftyForward is pleased to submit this proposal to provide senior center services for the City of La Vergne. FiftyForward's non-profit mission is to support, champion, and enhance life for those 50 and older. Established in 1956, FiftyForward is the premier provider of innovative programs and services for older adults in Middle Tennessee, operating seven Lifelong Learning Centers, five Supportive Care programs, and various volunteer opportunities. The organization directly serves over 5,000 older adults each year. FiftyForward's Lifelong Learning Centers provide programs, events, activities, and trips for over 3,400 center members annually and are located in the cities of Brentwood, College Grove, and in the Nashville neighborhoods of Bellevue, Bordeaux, Donelson, Madison, and Wedgewood-Houston.

b. Your organization's experience in providing senior center services.

FiftyForward (originally established as Senior Citizens, Inc.) opened its first Lifelong Learning Center in Nashville in 1966. That center, FiftyForward Knowles, is still in operation today. FiftyForward Lifelong Learning Centers provide opportunities for older adults to stay vital and engaged as active members of the communities in which they live. Each Lifelong Learning Center is a reflection of the unique community in which it is located. While FiftyForward ensures that a comprehensive range of programs is offered at each center, specific programming varies center by center and reflects the needs and interests of the center members.

FiftyForward has a rich history of providing accessible, inclusive programs and essential services to older adults throughout Middle Tennessee, dating back to its establishment in 1956. Programming at FiftyForward Lifelong Learning Centers is provided by highly trained staff and is designed to offer opportunities for members to maintain and/or improve their mental and physical health, engage in a lifelong pursuit of knowledge, and form meaningful connections within a community of their peers. Centers offer health, wellness, educational, and recreational programming, as well as special events and day trips. FiftyForward centers also serve as hubs for FiftyForward Supportive Care Services, which provide food delivery, care management, and more.

Popular center offerings include health screenings, such as blood pressure and pulse checks, as well as awareness talks hosted by physicians from area healthcare facilities; visits from Congressional District representatives to give members the opportunity to ask questions and get help with federal documents and services; and bi-annual Health and Wellness Fairs at different center locations.

FiftyForward Lifelong Learning Centers also benefit from organization-wide partnerships that bring unique programs and opportunities to all center members. For example, FiftyForward Lifelong Learning Centers offer AARP's Senior Planet Curriculum. Senior Planet course offerings include digital literacy classes and presentations that help older adults stay engaged in modern technology, allowing them to stay connected to loved ones and navigate new technologies safely and effectively. In 2021, in recognition of FiftyForward's expertise in service to seniors, AARP/Senior Planet invited FiftyForward to become the only agency in Tennessee enrolled in a pilot to test licensing of Senior Planet curriculum, and the agency has been proud to offer excellent digital literacy training ever since.

Also, through funding from the National Council on Aging, FiftyForward provides outreach, education, and decision support to older adults and people with disabilities regarding COVID-19 and influenza and the importance of being vaccinated to prevent or reduce the effects of common respiratory viruses which are more likely to cause serious complications for older adults.

In 2017, in recognition of the agency's expertise in work with older adults, the National Institutes of Health chose FiftyForward as an *All of Us* Research Program National Community Engagement Partner. The organization's role is to educate, engage and facilitate enrollment in the *All of Us* Research Program by reaching out to historically underrepresented populations including older adults and rural individuals. FiftyForward trains and offers opportunities for older adult peer ambassador volunteers to engage their communities and inspire others to enroll in this exciting research effort.

FiftyForward center members are offered meaningful opportunities to engage as volunteers and continue to contribute their wisdom and efforts to help others, and they also benefit from the wraparound services offered through FiftyForward's Supportive Care programs. FiftyForward staff are trained to identify the potential individual needs of center members and are able to help members learn about, advocate for, and access vital community resources that can enhance quality of life, prolong aging in place, and promote longevity.

FiftyForward's Supportive Care continuum consists of five programs:

- FiftyForward Fresh – FiftyForward Fresh provides at-home delivery of healthy meals and senior-specific groceries to older adults in Nashville who would otherwise struggle with accessing and/or preparing healthy food.
- FiftyForward Friends Adult Day Services – FiftyForward Friends is a fully licensed day program for older adults with cognitive and/or physical limitations, including dementia. FiftyForward Friends is currently offered at FiftyForward Knowles Center in Nashville, and at FiftyForward Martin Center in Brentwood, and provides participants with engaging programming, nutritious food, and meaningful connections with peers, as well as providing support for caregivers.

- **Living At Home (LAH)** – LAH is a care management program offered at no cost to older adults with low incomes who struggle with obstacles due to a lack of supportive resources, limited and fixed income, declining health, and/or functional limitations. Each LAH client receives a personal assessment, individualized care plan, advocacy and support in navigating and accessing resources, and health care management services.
- **Care Team** – The Care Team is a fee-for-service care management program designed to help older adults and their caregivers as they face aging-related challenges. Clients benefit from the support and advocacy of a care manager who connects them to a network of resources, implements innovative solutions when existing resources are unavailable or insufficient, and monitors progress to ensure needs are being met to the client's satisfaction.
- **Conservatorship** - Conservatorship clients are older adults who are unable to make safe or appropriate decisions for themselves and do not have a capable family member who can act on their behalf. FiftyForward is appointed by the court to serve in these cases, and conservatorship allows these clients to have a healthcare advocate, assistance managing assets, court oversight, and regular in-home visits. Clients benefit from decreased vulnerability and a relationship with a caring advocate.

FiftyForward successfully maintains numerous partnerships with various government agencies, businesses, healthcare organizations, non-profit agencies, and local and state offices to provide the highest caliber of programming and services to older adults in Middle Tennessee. FiftyForward regularly coordinates with agencies, including The Family Safety Center, Adult Protective Services, Metro Development and Housing Agency, Tennessee Housing Development Agency, Greater Nashville Regional Council (AAAD), Tennessee Commission on Aging and Disability, Second Harvest Food Bank, Westminster Home Connection, Habitat for Humanity of Greater Nashville, Senior Ride Nashville, Williamson County Parks and Recreation, and Metro Social Services.

All other required documentation for this proposal is enclosed in Appendices B through F.

4.2 Technical Proposal

a. Detailed description of the proposed senior center services, including program offerings and staffing.

At the La Vergne Senior Center, FiftyForward will provide a comprehensive continuum of programs and services including health, wellness, educational and recreational offerings, as well as special events, trips and future access to FiftyForward's Supportive Care services. Additionally, membership at one FiftyForward center enables members to attend programs and events at all FiftyForward Lifelong Learning Centers. The La Vergne Senior Center is approximately 30 minutes from FiftyForward Donelson Station, FiftyForward Martin Center, and FiftyForward College Grove, and members could attend programs at those, and all other FiftyForward centers, if interested.

To help maintain and/or improve the mental and physical health of center members, FiftyForward will offer evidence-based fitness and wellness classes such as those offered at other FiftyForward centers. Possible classes to be offered include: Stay Active and Independent for Life (SAIL), which focuses on strength and balance to prevent falls, and the Arthritis Exercise Program (AEP), which can be done seated or standing, allowing for participation for all. Other health and wellness programming that could be offered includes yoga, gentle chair yoga, strength training, dance, meditation, Pilates, Tai Chi, and more. FiftyForward Donelson Station currently offers two support groups, Help and Healing Life Group and UPLIFT for Ladies, which focus on wellness and mental health. FiftyForward Knowles offers the Bold and Golden Men's Group. FiftyForward also offers Powerful Tools for Caregivers, an evidence-based six-week series of classes aimed at providing caregivers with tools to help them care for themselves and their loved ones. FiftyForward plans to gauge the interest and needs of the La Vergne members and offer groups such as these at the La Vergne center as well.

FiftyForward will also offer educational opportunities to promote lifelong learning and cognitive health. Examples of current center member favorites include foreign language classes, book clubs, and history clubs. FiftyForward Lifelong Learning Centers also offer many educational classes in partnership with local universities and agencies such as Tennessee State University, Vanderbilt University, Nashville Public Library, and more. FiftyForward is eager to explore these types of opportunities with entities that are local or closer to La Vergne. For example, FiftyForward has a long-standing partnership with Middle Tennessee State University (MTSU), offering internship placement opportunities for their social work students and providing guest lectures in their social work department, and would explore ways to expand that partnership to benefit the La Vergne Senior Center.

As an AARP/Senior Planet partner, FiftyForward will be able to offer digital literacy courses from the Senior Planet curriculum in La Vergne, ensuring older adults can safely and successfully operate technology to remain engaged in the community and connected to their loved ones. Current digital literacy offerings include tech help, smart phone lessons, and lessons on using new technologies in cars.

FiftyForward currently offers a wide range of recreational programming at its Lifelong Learning Centers, which varies from center to center based on building size and equipment. The La Vergne Senior Center is approximately the same size as FiftyForward College Grove, and in fiscal year 2023, FiftyForward College Grove offered 87 types of unduplicated programs, sessions, and events for members. Pictured below is a sample from their December 2023 activities calendar. FiftyForward's plan will be to serve as many older adults as possible at the La Vergne Senior Center and would likely move to a five day per week schedule for the center over time, mirroring existing FiftyForward centers which operate Monday through Friday. The plan for the first year would be to keep the existing four day per week center schedule to provide time to hire and train staff and develop and build programming and partnerships.

3	4	5	6	7	8	9
	8 a.m. Walking in Gym 8:30 Puzzles/Games & Billiards Open Play 10 a.m. SAIL Exercise 11 a.m. Corn Hole 11:30 a.m. Line Dancing	8 a.m. Walking in Gym 8:30 a.m. Puzzles/Games & Billiards Open Play 10 a.m. Chair Exercise 11 a.m. Canasta 11 a.m. Ping Pong 1:30 p.m. Congressional Constituent Services Mobile Office	8 a.m. Walking in Gym 8:30 a.m. Puzzles/Games & Billiards Open Play 10 a.m. Massage Therapy* 10 a.m. SAIL Exercise 11:30 a.m. Line Dancing 12 p.m. Dominoes	8 a.m. Walking in Gym 8:30 a.m. Puzzles/Games & Billiards Open Play 10 a.m. Memory Lane 10 a.m. T-shirt Quilting or Coiled Fabric Bowl Completion 10 a.m. Chair Exercise 11 a.m. Ping Pong 11 a.m. Canasta	8 a.m. Walking in Gym 8:30 a.m. Puzzles/Games & Billiard Open Play 9:30 a.m. DAY TRIP The Christmas Place, Mt. Juliet and Lunch	
10	11	12	13	14	15	16
	8 a.m. Walking in Gym 8:30 Puzzles/Games & Billiards Open Play 10 a.m. SAIL Exercise 11 a.m. Corn Hole 11:30 a.m. Line Dancing	8 a.m. Walking in Gym 8:30 Puzzles/Games & Billiards Open Play 9 a.m. Book Club 9:30 a.m. Bible Study 10 a.m. Chair Exercise 10:30 a.m. Writers Group 11:30 a.m. Christmas POTLUCK LUNCH 12:15 Zack Johnson Singing 1 p.m. Canasta 1 p.m. Ping Pong	8 a.m. Walking in Gym 8:30 a.m. Puzzles/Games & Billiards Open Play 10 a.m. Massage Therapy* 10 a.m. SAIL Exercise 11:30 a.m. Line Dancing 12 p.m. Dominoes	8 a.m. Walking in Gym 8:30 a.m. Puzzles/Games & Billiards Open Play 10 a.m. Chair Exercise 11 a.m. Canasta 11 a.m. Ping Pong 10:30 a.m. DAY TRIP Lunch and Art project at Martin Center	FiftyForward Centers & Offices CLOSED for Staff Retreat	

Popular recreational activities that are currently offered at other FiftyForward centers include billiards, ping pong, and cornhole. Center members also enjoy arts, crafts, music, and singing classes/groups, which allow members to maintain lifelong hobbies, learn new skills, and foster meaningful conversation and friendships. Trips are also a popular offering amongst center members. Members can sign up for various trips around the region, including shopping, restaurants, concerts, museums, nature walks, or destination tours like historic towns, air bases, manufacturing plants, and more. Also available through FiftyForward are larger trips in partnership with See America Tours and Premier World Discovery. In fiscal year 2023, members were offered trips to New York, Ireland, Italy, and Iceland.

FiftyForward brings 57 years of experience managing the day-to-day operations of senior centers. Prior to employment, all FiftyForward employees are required to pass a drug screening and a background check. Staffing for the La Vergne Senior Center will follow a similar model to other FiftyForward Lifelong Learning Centers. FiftyForward plans to employ a full-time program manager who will be supervised by FiftyForward's Lead Center Director. The La Vergne program manager will supervise a full-time program assistant, and that team, similar to the staff teams at FiftyForward's other centers, will manage the day-to-day operation of the center. They will also be able to tap into the knowledge and resources of their colleagues at FiftyForward's other centers. FiftyForward staff meet regularly to share program ideas and resources so that all centers can offer the highest quality and most engaging programs for members.

b. Approach to ensuring inclusivity and accessibility for all seniors.

FiftyForward sees and celebrates the differences in every person, and it is committed to creating a responsive community that is open, engaged, and accepting of all. FiftyForward is dedicated to serving *all* older adults, regardless of race, religion, gender, ethnicity, or sexual orientation. All FiftyForward staff complete Title VI training annually and are instructed on how to identify and report any instances of discrimination.

The organization proudly offers opportunities for staff to bring the agency's vision of a responsive and inclusive community to life through its DOVE team, which focuses on Diversity, Outreach, Vision, and Equity (DOVE), within the organization and with stakeholders. Examples of the work of this committee to advance accessibility and inclusion include: offering a series of online panel discussions during the pandemic focusing on the strengths and needs of Black, Hispanic, LGBTQ and diverse faith communities in Nashville. In 2020, FiftyForward started an LGBTQ+ Peer Support group for adults 50 and older. Beginning in 2022, FiftyForward participated in Nashville's Pride-related events including the Pride parade as well as hosting our first Pride party for older adults. FiftyForward is intentional about recognizing all faith traditions and their associated holidays. FiftyForward also plans special events related to mental health awareness and offers veterans commemorations.

During the COVID-19 pandemic, the need for digital/virtual programming became evident. All FiftyForward Lifelong Learning Center members have access to FiftyForward's library of digital programming on the MembershipWorks platform, ensuring all members can participate in programming, even when homebound.

FiftyForward's current Lifelong Learning Center calendars offer a highly diverse array of programs and events to cater to all abilities and interests. Most exercise classes are easily adaptable to perform at various fitness levels, ensuring all members are able to participate. Recreational and educational offerings are vast and diverse, including arts, crafts, music, singing, games, Bingo, book clubs, writing groups, history groups, bible study, and more. Additionally, FiftyForward's MySeniorCenter database can translate center calendars and information into 72 different languages.

FiftyForward offers annual center member surveys, which allow center members to candidly express their likes, dislikes, and suggestions. This information is compiled and discussed by staff and with members and is used to tailor programming and services to member needs and preferences. On the 2023 survey, 95+% of members indicated that being connected with FiftyForward had a positive effect on their lives.

c. Plan for nutrition services, including sample menus and meal plans.

FiftyForward is experienced in provision of healthy meals and nutrition education for older adults. In Nashville, FiftyForward partners with agencies such as Metro Social Services, Tennessee State University, Second Harvest Food Bank, the USDA Child and Adult Care Food Program, and The Nashville Food Project to ensure that older adults have access to the food and nutrition resources that they need. FiftyForward center staff complete online ServSafe food handler training to ensure that all centers follow best practices for food safety. The agency has operated our FiftyForward Fresh/Meals on Wheels program in Nashville since 1969. Two FiftyForward centers, FiftyForward Bordeaux and FiftyForward Madison Station, partner with Metro Social Services and serve as congregate meal sites for the Metro Meals program. Metro Meals is almost identical to the meals program currently provided at the La Vergne Senior

Center through a partnership with Mid-Cumberland Human Resources Agency. The two programs have the same funding source and similar requirements. Below is a sample menu of lunches served at FiftyForward Bordeaux through the Metro Meals program.

Metro Nashville Social Services Hot Menu December 2023				
Monday	Tuesday	Wednesday	Thursday	Friday
				Diced Turkey Poultry Gravy Whipped Potatoes Green Beans Cornbread Mandarin Oranges Milk Margarine
Chicken Frito Rice Casserole Garlic Parmesan Broccoli Northern Beans Wheat Bread Chocolate Chip Cookie Milk Margarine	Spaghetti Casserole Whole Kernel Corn Coleslaw Dinner Roll Hot Pineapple/Mandarin Oranges Milk Margarine	Pork Loaf Tarragon Sauce Oven Roasted Potatoes Green Peas Wheat Bread Cinnamon Cake Milk Margarine	BBQ Chicken Cheesy Rice Sliced Carrots Hamburger Bun Applesauce Cup Milk Margarine	Meatloaf Brown Gravy Whipped Potatoes California Vegetable Blend Wheat Bread Nutty Buddy Bar Milk Margarine

FiftyForward intends to continue to partner with Mid-Cumberland to provide meals three days/week at the center. The plan would also be to provide a light breakfast, snacks, and occasional lunches on days when Mid-Cumberland meals are not provided. Celebrations involving special meals and food are great ways to bring older adults together in community, also, so the plan would be to have regular celebrations with special holiday and other meals provided.

d. Outreach and engagement strategies.

Outreach will be essential to ensure that all older adults in La Vergne are aware of and can benefit from the La Vergne Senior Center. FiftyForward would be excited to conduct outreach to current and previous senior center members and work with the City to explore methods (mailings, phone outreach, etc.) to reach older adults in La Vergne who have never attended the center with a goal of reaching as many seniors interested in engaging and educational programming as possible. The agency's aim with all FiftyForward programs and services is to reach and improve the lives of as many older adults as possible.

FiftyForward would include the La Vergne Senior Center on its website so that the community at large could view the center calendars of activities and learn how to join the center. The Membership Works platform and MySeniorCenter database used by all FiftyForward centers, which would be deployed at the La Vergne Senior Center as well, allow members to easily view all center activity calendars, sign up for programs or events, and more. Additionally, MySeniorCenter gives FiftyForward the ability to make mass phone calls and emails, quickly and efficiently reaching over 3,400 members at once to give updates and promote continued engagement.

As mentioned earlier, FiftyForward has been recognized nationally for its expertise in the engagement of older adults, and staff receive training in effective engagement strategies. FiftyForward Lifelong Learning Center staff conduct direct outreach activities in the communities surrounding their centers. For example, one FiftyForward Center Director scheduled appointments at residential facilities and community centers within a 5-mile radius of the center where he and two center members met with residents, discussed what FiftyForward Lifelong Learning Centers offer, and hosted a BINGO event as an example of the type of programming offered at FiftyForward. Additionally, due to the large number of existing partnerships and relationships FiftyForward maintains within the community, many members learn about FiftyForward Lifelong Learning Centers and the organization's services through these channels. FiftyForward would seek to build similar partnerships to benefit the La Vergne Senior Center.

e. Proposed reporting and accountability mechanisms.

FiftyForward has extensive experience with a range of reporting and accountability frameworks. The agency receives private foundation and Federal, State and local government grants and funding and adheres successfully to all reporting requirements. The agency has a GNRC contract supporting three FiftyForward centers and the organization's work with family caregivers in its FiftyForward Friends Adult Day Services program. The agency completes all required paperwork and follows regulations related to documentation, record keeping and confidentiality of records.

FiftyForward uses the MySeniorCenter and Mon Ami databases to aggregate data for reporting purposes. FiftyForward conducts anonymous annual center member surveys, which allow members to give open and honest feedback on center activities and staff.

FiftyForward as an agency is independently audited annually. FiftyForward is committed to working with the City of La Vergne to comply with reporting requirements with respect to the work covered in this proposal.

4.3 Financial Proposal

a. Detailed budget for operating the senior center.

FiftyForward's proposed budget for this proposal is enclosed as Appendix A. The budget includes a breakdown of proposed FiftyForward expenditures over a 12-month period.

b. Pricing structure for services.

With financial support from the City of La Vergne to fund the operation of the center, FiftyForward does not plan to charge a membership fee to participate at the La Vergne Senior Center. As services are developed, there may be fees to participate in some specialized programs, as well as fees for day trips, as is the case at other FiftyForward centers. For example,

some art classes require a small supply fee (approximately \$5), while fees for day trips vary based on location and what is included with the trip (entrance fees, etc.).

c. Any potential sources of funding or grants to support the program.

FiftyForward receives funding from the Greater Nashville Regional Council (GNRC) for three of its centers and to support evidence-based programming across all centers. FiftyForward would seek continued GNRC funding for the La Vergne Senior Center. FiftyForward would also plan to continue other existing funding relationships supporting the La Vergne Senior Center, such as requesting funds from Rutherford County.

FiftyForward maintains a large grant funding portfolio, which provides funding for various programs, services, and centers. FiftyForward is excited at the chance to increase the services and programs available for older adults in the La Vergne area. FiftyForward development staff will explore the possibility of seeking additional funding opportunities to expand and add services in the La Vergne area.

4.4 References

- a. C.J. Sentell – Chief Executive Officer, The Nashville Food Project, 5904 California Avenue, Nashville, TN 37209, cj@thenashvillefoodproject.org, 615-460-0172 ext. 122
- b. Grace Smith – Executive Director, AgeWell Middle Tennessee, PO Box 158309, Nashville, TN 37215, gsmith@councilonaging-midtn.org, 615-353-4235
- c. Gordon Hampton, Director of Williamson County Parks and Recreation, 1120 Hillsboro Road, Franklin, TN 37064, Gordon.Hampton@williamsoncounty-tn.gov, 615-790-5719 ext. 2015
- d. Drew Scales, III – Executive Director, Bellevue Family YMCA, 8101 Highway 100, Nashville, TN 37221, dscales@ymcamidtn.org, 615-646-9622

Table of Contents

- **Appendix A – Proposed Budget - FiftyForward Expenditures over 12-Mo. Period**
- **Appendix B – Copy of FiftyForward’s Articles of Incorporation and Charter**
- **Appendix C – Copy of FiftyForward’s 501(c)3 Letter**
- **Appendix D – Drug-Free Workplace Affidavit**
- **Appendix E – Title VI Compliance Survey**
- **Appendix F – Iran Divestment Act Document**



**City of La Vergne for Senior Center Services
Senior Citizens, Inc. dba FiftyForward Proposal**

**Senior Center Expense Budget
Initial Twelve Month Period**

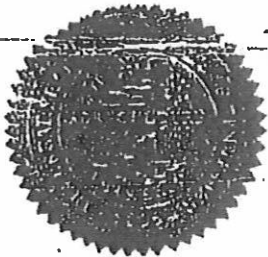
Program Expenses	47,880
<i>Includes: class instructor fees, program supplies, food/meals, office supplies, day trip supplies, vehicle expenses (fuel, repairs, insurance, registration), staff travel & training</i>	
Business Services Expenses	9,432
<i>Includes: IT service & support, software & licenses, audit fees, employee background checks & business insurance</i>	
Personnel Expenses	164,888
<i>Includes: salaries, taxes and benefits for center staff (2 FTE) and FiftyForward staffing support (Lead Center Director as supervisor, etc.)</i>	
TOTAL 12 MONTH OPERATING EXPENSES	<u>222,200</u>
One Time Only Start Up Equipment Cost	<u>7,800</u>
<i>Includes: center staff laptops & set-ups, My Senior Center kiosk & equipment</i>	
TOTAL 12 MONTH EXPENSE BUDGET	<u>230,000</u>



Department of State

I G. Edward Friar, Secretary of State of the
State of Tennessee, do hereby certify that the annexed instrument
with Certificate of Acknowledgment was filed in my office, and
recorded on the 29th day of May 1956
in Corporation Record Book VOLUME O-20
page 186

In Testimony Whereof, I have hereunto subscribed my Official
Signature, and by order of the Governor affixed the Great
Seal of the State of Tennessee at
the Department in the City of
Nashville, this 29th day of



May

29th day of
May 1956

Secretary of State

GENERAL WELFARE

STATE OF TENNESSEE

Charter of Incorporation

Be It Known, That George Harding, Donald L. Washburn, E. C. Tompkins, C. A. Bowen, Nettie Hay Trable, Robert E. Crownover, Mrs. Nat Caldwell, John J. Lenta Jr., B. Woods, Wm. B. Silverman, Wayland J. Hayes and Islington Dingley, and Mrs. Leah Ross B. Werthan and Stanford C. Erickson

are hereby constituted a body politic and corporate, by the name of and style of SENIOR CITIZENS, Incorporated

for the purpose of establishing a community center for the purpose of providing, fostering, encouraging, promoting and developing activity, recreation, education, personal counseling, vocational counseling, and health services amongst older persons, for which purposes nonprofit cooperative associations may be incorporated and organized.

The general powers of said corporation shall be: (1) To sue and be sued by the corporate name. (2) To have and use a common seal, which it may alter at pleasure; if no common seal then the signature of the name of the corporation, by any duly authorized officer, shall be legal and binding. (3) Any corporation chartered under the laws of Tennessee for religious, charitable, educational, missionary, or other eleemosynary purposes, and not for profit, shall have the power to receive property, real, personal or mixed, by purchase, gift, devise, or bequest, sell the same and apply the proceeds toward the promotion of the objects for which it is created, or hold any such property and apply the income and profits towards such objects. (4) Any corporation heretofore chartered for any of the following purposes, desiring to avail itself of these powers, shall submit the question to its directors or trustees at any regular meeting, or special meeting, called for this purpose, or to any regular or special meeting of its executive committee, and if a majority of said directors, trustees, or executive committee vote in favor of applying for the amendment, it may then proceed in usual course to file an amendment to its charter. (5) To establish by-laws, and make all rules and regulations not inconsistent with the laws and constitution, deemed expedient for the management of corporate affairs. (6) To appoint such subordinate officers and agents, in addition to a president and secretary, or treasurer, as the business of the corporation may require. (7) To designate the name of the office, and fix the compensation of the officer. (8) To borrow money to be used in payment of property bought by it, and for erecting buildings, making improvements, and for other purposes germane to the objects of its creation, and secure the repayment of the money thus borrowed by mortgage, pledge, or deed of trust, upon such property, real, personal, or mixed, as may be owned by it; and it may, in like manner, secure by mortgage, pledge, or deed of trust, any existing indebtedness which it may have lawfully contracted.

The said five or more incorporators shall, within a convenient time after the registration of this charter, elect from their number a president, secretary, and treasurer, or the last two officers may be combined into one, said officers and the other incorporators to constitute the first board of directors. Any corporation not

for profit may increase its directors or trustees to a number not more than one hundred, by due and proper amendment to its by-laws, unless otherwise specifically provided. In all elections each member to be entitled to one vote, either in person or by proxy, and the result to be determined by a majority of the votes cast. Due notice of any election must be given by advertisement in a newspaper, personal notice to the members, or a day stated on the minutes of the board one month preceding the election. The term of officers may be fixed by the by-laws, the said term not, however, to exceed three years. All officers hold office until their successors are duly elected and qualified.

The general welfare of society, not individual profit, is the object for which this charter is granted, and the members are not stockholders in the legal sense of the term, and no dividends or profits shall be divided among the members.

The board of directors shall keep a record of all their proceedings, which shall be at all times subject to the inspection of any member. The corporation may establish branches in any other County in the State.

The members may, at any time, voluntarily dissolve the corporation, by a conveyance of its assets and property to any other corporation holding a charter from the State for purposes not of individual profit, first providing for corporate debts. A violation of any of the provisions of the charter shall subject the corporation to dissolution at the instance of the State.

Whenever there has been no meeting of the members for a period of five years or more, and because of the death of members or the condition of the corporate records it is impossible to notify a sufficient number of members to constitute a quorum, notice of a meeting of the members may be made by publication in some newspaper in the County where such corporation has its principal location, at least thirty days before such meeting shall be held. The members attending such meeting shall be deemed to constitute a quorum for the purposes of electing directors or trustees, and authorizing such directors or trustees to dissolve the corporation and convey its property and assets in accordance with this section.

The charter is subject to modification and amendment; and in case said modification or amendment is not accepted, corporate business is to cease, and the assets and property, after payment of debts, are to be conveyed, as aforesaid, to some other corporation holding a charter for purposes not connected with individual profit. Acquiescence in any modification, thus declared, shall be determined in a meeting of the members especially called for that purpose, and only those voting in favor of the modification shall thereafter compose the corporation.

The means, assets, income, or other property of the corporation shall not be employed, directly or indirectly, for any other purpose whatever than to accomplish the legitimate objects of its creation, and by no modification shall it engage in any kind of trading operation, nor hold any more real estate than is necessary for its legitimate purposes.

Expulsion shall be the only remedy for the nonpayment of dues by the members, and there shall be no individual liability against the members for corporate debts, but the entire corporate property shall be liable for the claims of creditors.

We, the undersigned, the incorporators above mentioned, hereby apply to the State of Tennessee for a charter of incorporation for the purposes declared in the foregoing instrument.

Witness our hands this, the 25th day of March, 1935.

SUBSCRIBING WITNESS:

Subscribed

James H. Harrison
Harold E. E. Harrison
W. H. Harrison
Walter W. Harrison

STATE OF TENNESSEE, COUNTY OF _____

Personally appeared before me, _____

(Clerk of the County Court or Notary Public), the within named incorporators, _____

with whom I am personally acquainted, and who acknowledged that they executed the within application for a Charter of Incorporation for the purposes therein contained and expressed.

Witness my hand and official seal at office in _____, Tennessee, this _____

day of _____, 19____

(Signature of County Court Clerk or Notary Public)

(If Notary Public) My commission expires _____ day of _____, 19____

(Official Title)

(Certificate of Probate for Subscribing Witness if not acknowledged by all of the Incorporators)

STATE OF TENNESSEE, COUNTY OF ClatsopPersonally appeared before me Man W. Vanceof said County, the within named Sebastian Tine

the subscribing witness ~~and incorporator~~, with whom I am personally acquainted, and who acknowledged that he executed the within application for a Charter of Incorporation for the purposes therein contained and expressed; and the said Sebastian Tine, subscribing witness to the signatures subscribed to the within application, being first duly sworn, deposed and said that he is personally acquainted with the within named incorporators George S. Hastings, Donald L. Washburn, E. G. Tompkins, C. A. Brown, Nettie May Trabue, Robert E. Crowmover, Mrs. Mat Caldwell, John J. Lantz, J. B. Woods, Mr. B. Silverman, Mayland J. Hayes and Leighton Dingley And Mrs. Leah Rose, B. Werthan and Stanford C. Erickson

and they did in his presence acknowledge that they executed the within application for a Charter of Incorporation for the purposes therein contained and expressed.

Witness my hand and official seal at office in Providence, Tennessee, 1926
day of May, 1926

(If Notary Public) My commission expires 1st day of Feb.
(Official Title) Notary Public



RECEIVED
STATE OF TENNESSEE

FILED

MAR 13 AM 10:29

RILEY DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

6239.1936

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Senior Citizens, Incorporated

2. The state or country of incorporation is Tennessee

3. The corporation intends to transact business in Tennessee under an assumed corporate name.

4. The assumed corporate name the corporation proposes to use is
FiftyForward

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

March 11, 2008
Signature Date

Senior Citizens, Incorporated
Name of Corporation

Attorney and Board Member
Signer's Capacity

[Signature]
Signature

Jay C. Cloud
Name (typed or printed)

Secretary of State
 Division of Business Services
 312 Eighth Avenue North
 6th Floor, William R. Snodgrass Tower
 Nashville, Tennessee 37243

DATE: 03/13/08
 REQUEST NUMBER: 6239-1936
 TELEPHONE CONTACT: (615) 741-2286
 FILE DATE/TIME: 03/13/08 1029
 EFFECTIVE DATE/TIME:
 CONTROL NUMBER: 0127622

TO:
 BOULT CUMMINGS CONNERS & BERRY PLC
 PO BOX 340025

NASHVILLE, TN 37203

RE:
 FIFTYFORWARD
 APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE
 NAME

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ASSUMED NAME
 REGISTRATION FOR A FIVE YEAR PERIOD BEGINNING WITH AN EFFECTIVE DATE AS
 INDICATED ABOVE.

THE CORPORATION MAY RENEW THE RIGHT TO USE THIS NAME WITHIN TWO
 (2) MONTHS PRECEDING THE EXPIRATION OF SUCH RIGHT, FOR A PERIOD OF FIVE (5)
 YEARS, BY FILING AN APPLICATION WITH THE SECRETARY OF STATE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
 FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME ON DATE: 03/13/08

FROM:
 BOULT CUMMINGS CONNERS & BERRY PLC
 P.O. BOX 340025

NASHVILLE, TN 37203-0000

RECEIVED: FEES \$20.00 \$0.00
 TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00004350724
 ACCOUNT NUMBER: 00000413



Riley C. Darnell

RILEY C. DARNELL
 SECRETARY OF STATE

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248567568
Feb. 24, 2010 LTR 4168C E0
62-0566419 000000 00

00031578
BODC: TE


SENIOR CITIZENS INC
174 RAINS AVE
NASHVILLE TN 37203-5319

123112

Employer Identification Number: 62-0566419
Person to Contact: Bill Bertram
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 12, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MARCH 1958.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee)

COUNTY OF Davidson)

The undersigned principal officer of Fifty Forward, an employer of five (5) or more employees, contracting with the City of La Vergne, Tennessee, to provide Center Services, hereby states under oath as follows:

1. That the undersigned is a principal officer of Fifty Forward (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

Sallie Hussey
Principal Officer

STATE OF Tennessee)

COUNTY OF Davidson)

)ss.

Before me personally appeared Sallie Hussey with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this 7th day of December, 2023.

Stephanie L. Whitt
Notary Public

My Commission Expires: May 3, 2027.



TITLE VI COMPLIANCE SURVEY

The City of La Vergne intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964: 49CFT, PART 21: related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information and return this survey to us with your completed proposal.

NAME OF OWNER / CONTRACTOR: Senior Citizens Inc., dba Fifty Forward
 ADDRESS OF OWNER / CONTRACTOR: 174 Rains Avenue
Nashville, TN
 COUNTY: 37203
 TYPE OF SERVICES PROVIDED: Operate and manage La Vergne Senior Citizen
 NAME OF CONTRACT: City of La Vergne, TN and Senior Citizens Inc., dba
Fifty Forward
 DATE AWARDED: IBD

OWNER / CONTRACTOR (Race / Gender)		EMPLOYEES (Number in each category)	
White Male	_____	White Male	<u>6</u>
White Female	_____	White Female	<u>37</u>
African-American Male	_____	African-American Male	<u>2</u>
African-American Female	_____	African-American Female	<u>5</u>
Hispanic Male	_____	Hispanic Male	<u>0</u>
Hispanic Female	_____	Hispanic Female	<u>1</u>
Native American Male	_____	Native American Male	<u>0</u>
Native American Female	_____	Native American Female	<u>0</u>
Asian-American Male	_____	Asian-American Male	<u>0</u>
Asian-American Female	_____	Asian-American Female	<u>0</u>
Other _____ Male	_____	Other _____ Male	<u>0</u>
Other _____ Female	_____	Other _____ Female	<u>0</u>

IRAN DIVESTMENT ACT

By submission of this proposal, each organization and each person signing on behalf of any organization certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each organization is not on the list created pursuant to Tennessee Code Annotated §12-12-106.

SIGNATURE:

Sami Jarney

TITLE:

Chief Executive Officer

DATE

12/6/2023



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Request for Proposal - Youth Soccer Leagues Provider.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: 1. RFP Submittal - TN Tempo FC Academy

Summary:

This is a Request for Proposals for an organization to provide a youth soccer league in La Vergne.

Background Information:

The City issued a Request for Proposals (RFP) for any organizations that would be willing to manage a youth soccer program in La Vergne. We received one submittal that was incomplete. After discussions with staff and the gentleman that submitted the proposal, it was agreed that neither party is in a position, at this time, to put in place a program that we feel would be successful.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends that the proposal be denied.



**City of La Vergne
Request for Proposal
Youth Soccer Leagues**

I. Introduction

The City of La Vergne Parks and Recreation Department ("City") has established criteria for this Youth Soccer League Request for Proposal (RFP) document. The City is seeking proposals from all qualified organizations to provide youth soccer leagues during 2024 and to work year-to-year to ensure the best possible environment for the Citizens of La Vergne. Examples of possible leagues offered could be:

1. Spring Youth Soccer Leagues for boys and girls offered simultaneously between the months of February and May.
2. Fall Youth Soccer Leagues for boys and girls offered simultaneously between the months of September to November.
3. At selected times during the calendar year; the chosen organization will be allowed to offer camps, league run tournaments, sport specific instructional programs and clinics outside of the league format so long as there are facilities available and approval from the Parks Department.

II. City Philosophy

The City believes in the overall benefits of participation in organized youth sport leagues and programs. Participation in sports plays a valuable role in the development of the youth of La Vergne and the surrounding areas. Participation in youth recreational leagues has proven to build self-esteem, promote teamwork, develop the body as well as the mind and is an integral part of the maturation process, all which contributes to the overall quality of life in La Vergne and surrounding communities. The City will strive to assist youth sports league providers in offering quality organized youth sports programs, facilities, and services while maintaining a safe, wholesome environment for children.

III. Youth Sports League Provider Requirements

Each youth sports league provider must meet certain standardized minimum requirements in order to provide youth sports leagues to the community. These requirements include:

- Each youth sports league provider must have published bylaws that provide for the election of board members and officers, as well as overall governance of the organization/association.
- Recreation should be the primary focus of all youth sports league providers. It is considered beneficial to afford some higher-level of play within each youth sports league.
- Develop balanced teams within recreational leagues through the team selection process.
- Ensure adult supervision is present in an official capacity for every youth league practice, official league game, and tournament game. At least one adult coach should be present for each practice and official league game.
- Encourage staff, coaches, and parents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation and appropriate behavior. The youth sports league provider will validate the quality of adult leadership by requiring statewide criminal background checks of all head coaches, board members, and any other person acting in an official capacity with the youth sports league provider directly overseeing children. Background checks are valid for a one year period. Background checks must be provided to the Parks Dept. before the start of each recreation season.
- The youth sports league provider will manage and operate all of the concession stands. Concession areas must remain clean and sanitary at all times and are subject to Health Dept. inspections at any given time.
- The youth sports league provider must operate year round. Organizations that are awarded the use of the Veterans Memorial Park field complexes may NOT subcontract to other organizations to run leagues, tournaments or field rentals without the approval from the City of La Vergne.
- Ensure fiscal responsibility by establishing and operating according to generally accepted accounting principles and practices. All income derived from the use of City owned or leased facilities shall be used solely to defray costs and expenses of legitimate activities.

IV. Submittals

The proposal should include, but not limited to, the following information:

Section 1

The organization interested in operating a youth soccer association should provide the name of the organization; names of individuals associated with the proposal, their title(s), mailing address, phone number, and email address.

Section 2

Organizational structure and league overview. This includes information such as: (please be as detailed and specific as possible when answering the following questions)

- A. Organizational leadership
 - Board oversight / Organizational chart
- B. League format and season overview
 - Provide detailed plans for practices, game days, tournaments, camps and clinics (example: number of games and practices each team will have per season, number of tournaments, etc.).
 - Provide details on how recreational teams will be formed (example: draft, randomly, by grade, age specific, etc.).
 - Provide proposed registration dates and deadlines for each season.
 - Provide details of how the organization will handle the registration of participants and teams (example: online, in person, late registration, method of payment, etc.).
 - Proposed start date and end date of each league.
 - Grievance process.
- C. Staffing (league administrators, field monitors, officials, scorekeepers, etc.).
- D. Coaches (background checks, training, certifications, etc.).
- E. Provide rules governing league.
- F. Provide bylaws for organization.
- G. Mission Statement
- H. Any information that would be helpful in determining the qualifications, organizational skills, and resources of the applicants.

Section 3

Program Fees

- Provide the city with an estimated cost per individual, per season for recreational league participants.
- The City will require payment for tournament usage in the amount of \$300.00 per field per day. This fee must be paid within one week following the end of the tournament or field use will be suspended.
- Failure to pay fees to the city in full as stated in the user agreement / contract may result in the disqualification of the league provider for the following year and the city may request proposals for a new league provider.

Section 4

Provide any prior experience in operating and/or managing a youth soccer association or involvement in other youth sports associations including any references.

V. Insurance Requirements

Selected organization will be required to obtain public liability insurance of the types and the amounts set forth below from an underwriter licensed to do business in the State of Tennessee.

The insurance shall be the following types in the amounts not less than indicated:

1. Comprehensive General (Public) Liability or its equivalent, including \$500,000 each person, \$1,000,000 each occurrence, and property damage \$250,000 per occurrence of \$1,000,000 combined single limit for bodily injury and property damage.
2. On all insurance required, selected organization shall be required to name the City and their officers and employees as additional insured.

VI. Contract Term

The organization selected by the City to provide the services of youth soccer leagues will be required to enter into a User Agreement with the City prior to offering their services. The term of the agreement for the organization selected to be the youth / sports provider for soccer leagues shall be for a period of one year commencing from a date to be determined by the City with yearly renewals pending a successful evaluation process. The equipment that is in all of the Concession Buildings will remain the property of the City of La Vergne. The organization will be required to maintain all equipment. If there are replacements needed, the organization will be required to purchase the replacement equipment.

The agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party. If there is possible reconciliation to any issues that may arise, every effort shall be given to resolve said issues. The City will work to maintain a good working relationship and will attempt to work out any issues for the benefit of all parties and the league participants. We do not want to discontinue a working relationship in which things can be worked out for the best of all parties and the Citizens.

A copy of the draft agreement is attached. The specific requirements will be determined between the parties after an organization has been chosen.

VII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of applicant to provide in their proposal any information requested in this RFP may result in disqualification of the proposal. The sole objective of the review committee will be to select the soccer leagues provider that presents the best overall program to the City of La Vergne and its surrounding communities.

An annual User Agreement for soccer leagues will be awarded (with City Council approval) based on the recommendation of the committee.

VIII. Best and Final Offer

The City reserves the right to request a best and final offer from any or all organizations. The City reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the City.

Parks and Recreation Department Request for Proposal

Proposal Title: RFP for Youth Soccer Leagues Provider
Questions Deadline: Thursday, December 7, 2023 at 2:00 p.m.
Proposal Submittal Deadline: Thursday, December 14, 2023 at 10:00 a.m.

Proposals for the services specified will be received by the City of La Vergne until the date and time as indicated above. **Please submit one (1) original proposal and three (3) copies of the proposal in hard copy form only in a sealed envelope.**

Mailing address: City of La Vergne
ATTN: Felicia Anderson
5093 Murfreesboro Rd
La Vergne, TN 37086

Please label the sealed envelope: **"Proposal - Youth Soccer Leagues Provider"**

Late submissions will not be considered. Proposals received after the deadline will not be considered for the award of the agreement and will be returned unopened. Proposals must be submitted with the label as described above, and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within. The City of La Vergne appreciates your time and effort in preparing a proposal.

No proposals may be withdrawn after the scheduled proposal submittal deadline for a period of 90 days.

Questions about the RFP: David McGowen
Parks and Recreation Director
615-793-3224
dmcgowen@laveragnetn.gov

RFP Questionnaire / Checklist Form

Section 1 - Organization / Contact Information

Name of Organization: TN Tempo FC Academy

Contact Information for Organization:

Name: Gift Ndam Phone Number: 615.445.0583

Address: 6590 Sunnywood Dr, Nashville TN 37211

Email: Gift@TennesseeTempoFC.com

Section 2 - Organizational Structure

1. Submit a copy of the Provider's Organizational Chart or Structure. If one has not been created yet, show the proposed structure of your organization.

League Format

2. Number of games planned: _____
3. What days do you plan to schedule games: Saturdays
4. Number of practices planned per week: _____
5. Proposed Start and End of each season: Start March and End in May | Start in Aug end in Oct

Tournament Format

6. How many tournaments / clinics does your organization propose during the year:

Registration Process

7. Proposed Registration Dates and deadlines for each season: _____

8. Describe how registration will be conducted (Example - online, walk-in, mail in, late registration, method of payment etc.):

Online and Walk-in

9. Please describe or provide copy of Grievance Procedure Policy: _____
-
-

10. Please provide a copy of the rules you will be following for league play.

11. Please provide bylaws for your organization.

12. Please provide your mission statement.

13. Please provide a copy of your organization's financial statements.

14. Please provide any other information that would be helpful in determining the qualifications, organizational skills, and resources of the applicants.

Section 3 - Program Fees

15. What is the estimated cost per individual, per season (If there is a different cost for different age groups, please specify):

16. What is the estimated number of individual participants per season or tournament?

17. Do you plan to make any improvements to the fields or facilities? If so, what improvements would you propose making?

-
-
18. Is your organization willing to provide all necessary equipment required to administer a recreational Soccer League. Please list all equipment that will be provided.
-
-
-

Section 4 - Experience

19. Please provide any prior experience in operating and/or managing a youth soccer association or involvement in other youth sports associations including any references.

Section 5 - Non-Profit Documentation (If applicable)

20. Please provide a copy of the State of Tennessee issued Charter for your organization that shows you are doing business in the State of Tennessee as a nonprofit organization.
21. Please provide a copy of a letter from the IRS showing that you have been approved by them as tax-exempt organization. If you do not have your 501(c)3 status at this time, please provide proof that you have submitted that application to the IRS for their consideration.
22. If applicable, the Drug-Free Workplace Affidavit must be completed and signed by the organization before submitting the proposal.
23. The Title VI Compliance Survey must be completed by the organization before submitting the proposal.
24. The Iran Divestment Act document must be completed and signed by the organization before submitting the proposal.

The draft User Agreement between the City and the Contractor is attached. The specific requirements will be determined between the parties after an organization has been chosen. By submitting this proposal, the chosen organization agrees to sign the User Agreement after the requirements have been determined and approved by the Board of Mayor and Aldermen.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TN)
COUNTY OF Rutherford County)

The undersigned principal officer of TN Tempo FC Academy, an employer of five (5) or more employees, contracting with the City of La Vergne, Tennessee, to provide Soccer, hereby states under oath as follows:

1. That the undersigned is a principal officer of TN Tempo FC Academy (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

Gift Ndam
Principal Officer

STATE OF Tennessee)
COUNTY OF Williamson) ss.

Before me personally appeared Gift Ndam with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this 7th day of November, 2023.

Kristin Thurman
Notary Public

My Commission Expires: May 23, 2026.



TITLE VI COMPLIANCE SURVEY

The City of La Vergne intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964: 49CFT, PART 21: related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information and return this survey to us with your completed proposal.

NAME OF OWNER / CONTRACTOR: Gift Ndam

ADDRESS OF OWNER / CONTRACTOR: 6590 Sunnywood Dr
Nashville TN 37211

COUNTY: Davidson

TYPE OF SERVICES PROVIDED: Soccer (Sports)

NAME OF CONTRACT: _____

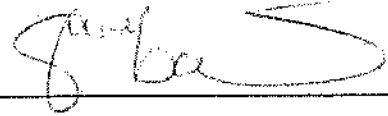
DATE AWARDED: _____

OWNER / CONTRACTOR (Race / Gender)		EMPLOYEES (Number in each category)	
White Male	_____	White Male	<u>9</u>
White Female	_____	White Female	<u>4</u>
African-American Male	<u>X</u>	African-American Male	<u>5</u>
African-American Female	_____	African-American Female	_____
Hispanic Male	_____	Hispanic Male	<u>7</u>
Hispanic Female	_____	Hispanic Female	<u>1</u>
Native American Male	_____	Native American Male	_____
Native American Female	_____	Native American Female	_____
Asian-American Male	_____	Asian-American Male	_____
Asian-American Female	_____	Asian-American Female	<u>1</u>
Other _____ Male	_____	Other _____ Male	_____
Other _____ Female	_____	Other _____ Female	_____

IRAN DIVESTMENT ACT

By submission of this proposal, each organization and each person signing on behalf of any organization certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each organization is not on the list created pursuant to Tennessee Code Annotated §12-12-106.

SIGNATURE:



TITLE:

Executive Director

DATE

Nov 7th 2023

**LA VERGNE PARKS AND RECREATION
LEAGUE FACILITY USER AGREEMENT**

This User Agreement (the "User Agreement"), dated Nov 7th, 2023, made and entered for the 2024 Spring/Summer/Fall Seasons between the City of La Vergne, hereafter referred to as "the Department", and Gift Noland hereafter referred to as "the User". In consideration of the mutual promise and agreement continued herein, the Department and User agree to a Partnership as follow:

I. Purpose

The Department agrees to allow the User to use City of La Vergne controlled property at Veteran's Memorial Park for the sole purpose of conducting a youth soccer program. The User *may* also provide items for the sale at the concession facility at the above property.

II. Term

The term of this User Agreement shall be for one year, commencing on January 1, 2024, and running through December 31, 2024. (To be determined) The User shall have the right to use the property during the term of this User Agreement. The User may not schedule any activity (i.e. game, tournament, etc.) on the property for a date or time until it's approved by the Department. All regular season and tournament dates and times must be approved by the Department before the schedule is finalized. The Department shall then approve the established season schedule for the User's use of the property. Said schedule will be attached as *Exhibit A*.

III. Participant Fees and Schedule

- A. No participant fees will be collected by the City of La Vergne for Youth Leagues - under the condition that the La Vergne Parks & Recreation Department is considered a partner of that League.
- B. The User will submit each year's schedule by January 31, and the Department shall provide its response and/or approval by February 15. The parties agree to work together to resolve any schedule related issues and conflicts throughout the term of this User Agreement. The Department will provide blackout dates for the term of this agreement in which the facility cannot be used. The parties further agree that the final schedule for each year will be set by March 15.

IV. Department Obligations

- A. The Department will maintain the playing field for the normal games scheduled on *Exhibit A*. Maintenance shall include:

1. Irrigation systems
 2. Mowing of playing fields
 3. Field preparation (dragging, lining, and edging)
 4. General maintenance (i.e. fence repair, base repair, etc.)
 5. Days that it might rain the Department will do its best to try to open the fields for play.
- B. The Department will maintain existing restroom facilities in a timely manner. Maintenance shall include:
1. Repairs and maintenance for roof
 2. Interior and exterior walls and doors
 3. Plumbing and electrical systems
 4. Provide paper products and routine cleanup of the restrooms
- C. The Department will maintain existing concession stands. Maintenance shall include:
1. Repair and maintenance for roof
 2. Interior and exterior walls and doors
 3. Plumbing and electrical systems
 4. Dumping of grease
- D. The Department will be responsible for providing trash receptacles and disposal of trash and litter from such receptacles.
- E. The Department will maintain the parking areas.
- F. The Department shall conduct a bi-annual meeting with the User to discuss maintenance issues and other league business. These meetings will take place prior to each spring and fall season.
- G. The Department will pay for utility service (i.e. water, electricity, etc.) for the property.
- H. The Department, with the help of the User, will determine whether rain or inclement weather has made the field unusable as soon as possible on scheduled game days. League administration can call or come to the Department's office to confirm cancellation of play on a field due to rain or inclement weather. (Absolutely no play will be allowed when fields are closed due to weather).
- I. The Department will have two (2) business days to resolve a Maintenance request submitted by the User. If the maintenance request is not resolved in three business days, the Parks Supervisor will submit a written response via email to the User explaining the situation and how it will be resolved. (Please file maintenance requests with Parks & Recreation Administrative Assistant.)

V. User Obligations

- A. The User will provide any additional maintenance or replacement of any damage or lost equipment at the property during the dates of the agreement beyond the normal maintenance schedule. Such maintenance or replacement must be approved by the Director of the Department or the designee prior to any action being taken.
- B. The User must maintain all players hold harmless agreements and make these documents available to the Department upon request.

- C. The User will maintain concession stands in a clean, safe and healthy condition. The User will dispose of ALL concession trash at the end of each use. The User shall store the used grease in a safe five (5) gallon bucket (provided by the Department) that shall be sealed at all times and shall inform the Department when the bucket needs to be dumped. The User has set internal rules with concession workers on who is allowed into the concession facility (Age). The User will not sell or promote the sale of any tobacco or alcohol products. The User is required to open concession on every date there is a game scheduled at the User's location indicated in *Exhibit A*. The User is to maintain the concession stand to local health department standards.
- D. The User will clean and secure all press box facilities and equipment on game and practice dates.
- E. The User will make reasonable and responsible efforts to maintain the property (i.e. playing fields, common areas, etc.) in a trash free condition. The User will perform daily trash and litter pick up and placement into provided receptacles.
- F. The User will supply first aid supplies and / or medical assistance required during any game, practice, or activity.
- G. The User shall deliver financial reports at the end of the year of the agreement attached as *Exhibit B*.
- H. The User shall require a volunteer coaching disclosure form from each coach, along with a list to include the name, address and phone number of each coach, and shall be maintained by the league, and made available to the Department. The User is required to perform a background check on all coaches, volunteers, and league staff. The User will provide copies of all background checks at any time when requested by the parks department.
- I. The User shall require all volunteer head and assistant coaches to attain N.Y.S.C.A. certification through the N.Y.S.C.A. online at www.nays.org. The Department has the authority to deny placement of any volunteer who does not comply with N.Y.S.C.A. standards as interpreted by the Department.
- J. The User shall complete Maintenance Requests Forms and turn in the forms within forty-eight (48) hours of completing the forms to the Department. All forms are available at the Department's office.
- K. The User is responsible for monitoring facilities during use. This includes all practices, games, and tournaments.
- L. The User shall not waste the utility services provided by the City. Under normal circumstances, User shall not turn the ball field lights on until at least thirty (30) minutes before sunset and shall make sure the ball field lights are kept off for fields not in use for official practice or games. On an overcast day, the ball field lights may be turned on if the Parks and Recreation Director or Parks Supervisor is notified and gives

his/her approval. The User will provide a league representative to ensure that all field lighting is turned off after each use of the facility.

- M. The User is responsible for making sure all field gates are locked when fields are not in use. The User will be financially responsible for any field damage associated with fields remaining unlocked. The User will provide a league representative to ensure that all field gates are locked after each use of the facility.
- N. The User is responsible for collaborating with the Department for information on field decisions for play that day. The User is responsible for all field decisions made after games are in play.
- O. The User shall complete an Accident Report (ex. Injury to a player) and turn the form in to the Department within forty-eight (48) hours of the actual accident. All forms are available at the Department's office.
- P. The User shall complete an Incident Report (ex. A coach is suspended from a game for unsportsmanlike behavior) and turn the form in to the Department within forty-eight (48) hours of the actual incident. All forms are available at the Department's office.
- Q. The User shall respect all other contracts and agreements that the City of La Vergne has made with any business or vendor.
- R. The User shall abide by and enforce the "No Smoking, Dogs, or Skateboards" beyond the provided area rule.
- S. The User will pay the City three hundred dollars (\$300) per field / per day for the use of the City's fields for tournaments, payable no later than two weeks in advance to the tournament.
- T. The User is to play The National Anthem at the beginning of each game day.
- U. The User agrees to _____ regular season recreation games, including Saturday games and an end of season tournament for each age division. (To be determined.)
- V. Equipment – To be determined.
- W. The User will provide referees for all soccer games.

VI. User Representation

- A. The User represents that it is a non-profit or not for profit organization as defined by the Internal Revenue Code. Proof of this status must be on file with the Parks office.
- B. The User will not discriminate against any person, including but not limited to sex, race, religion, natural origin, or disability and that its programs and services comply with the American Disability Act.
- C. The User will have allowances for applicants that are financially unable to participate in the programs and have a written plan in place. This plan is to be submitted to the Department for review and approval.
- D. The User will maintain a liability insurance policy with a minimum \$1,000,000 limit during the term of the User Agreement. The insurance policy must list the City of La

Vergne as additional insured. A copy of this policy must be received by the Department within one week (7 days) before beginning the season and will become *Exhibit C*.

VII. Policies

- A. **VENDORS.** Outside vendors will not be allowed to sell any products or services on the property without prior approval of the Department at least seven (7) days before the event. (Once the vendor is initially approved, vendor applicant is approved for one year). Each vendor must have liability insurance naming the City of La Vergne as additional insured.
- B. **STRUCTURES.** The User will not alter or modify any existing building or structure; nor build any new building or structure on the property without prior written approval of the Department and the approval of all appropriate city departments.
- C. **ALLOCATION OF FACILITIES.**
 - 1. La Vergne residents shall have priority for all programs and use of facility.
 - 2. In the event of facility limitations, as determined by staff, the following priority system will be utilized:
 - a. Recreation youth programs shall have first priority for usage.
 - b. Competitive youth programs shall have second priority for usage.
 - c. The Department will determine other schedule conflicts.
- D. **POWERS.** The Department shall have the power to remove any organization or individual not abiding to this agreement or for conduct deemed inappropriate. There will be an appeals process for any person or organization who has not abided by this User Agreement. The Department recognizes and acknowledges that while the User is a partner with the city of La Vergne, it is a separate entity and internal decisions including choice of board members, removal of board members, and financial decisions will be the sole decision of the executive board of the User.
- E. **AUDIT.** The Department reserves the right to perform an audit on any organization or league at any time.
- F. **AMENDMENT.** The User Agreement constitutes the entire agreement between and by the City of La Vergne and the User. The User Agreement can only be amended by the Department and the User via meetings between the Department and the User.
- G. **BY-LAWS.** By-laws and Constitution of the User must be approved by the Department before the institution of this agreement.
- H. **KEYS.** The User must pay for any keys replaced. The User must turn in keys to facilities within two weeks (14 days) of the discontinued use of this User Agreement. Cost to replace a key is fifty dollars (\$50).
- I. **SPONSORSHIP.** The Department is to be considered a Major Sponsor to the User.

VIII. ANY VERBAL OR WRITTEN AGREEMENT BETWEEN THE USER AND/OR ANY EMPLOYEE OF THE PARKS AND RECREATION DEPARTMENT THAT IS CONTRARY TO THIS ESTABLISHED CONTRACT IS *NOT* BINDING.

In witness whereof, the City of La Vergne and the User have executed this User Agreement and the User accepts the above property as suitable for the above stated purpose.

CITY OF LA VERGNE:

USER:

BY: _____

BY: _____

Title: Mayor

Title: _____

ATTEST:

BY: _____

Title: City Recorder

Sworn to and subscribed to before me, a
Notary Public, this the _____ day of
_____, 20____, by
_____, the
_____ of User,
who is duly authorized to execute this
instrument on the Contractor's behalf.

Notary Public

Commission Expires: _____

(SEAL)

THIS USER AGREEMENT MUST BE UPDATED AND APPROVED EACH YEAR. THE PARKS AND RECREATION DEPARTMENT HAS THE POWER TO REVOKE THE PRIVILEGES OF ANYONE FAILING TO COMPLY WITH THE SIGNED AGREEMENT.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Approve Hands on Nashville Community Partner Program Agreement.

Department: Stormwater

Presented By: Gary Lide

Item Attachments: 1. HON Agreement 2024

Summary:

This is the annual contract renewal for the Stormwater community program.

Background Information:

This is our annual renewal of our partnership agreement with Hands on Nashville. Our budget allocates funds for stormwater outreach and education. This agreement helps us to recruit and manage volunteers using their network for our stormwater events like stream clean-ups, rain garden plants, and tree plantings.

Financial Summary:

The annual membership fee is \$200.

Staff Recommendation:

Staff recommends approval.

Hands On Nashville

COMMUNITY PARTNER PROGRAM AGREEMENT

Hands On Nashville builds capacity for its partners by providing volunteer-management technology, strategy, consulting, and recruitment.



MEMBERSHIP FEES

Hands On Nashville's Community Partner Program membership fee is based on your annual operating budget and is a twelve (12) month membership that renews every January 1.

ANNUAL BUDGET	ANNUAL MEMBERSHIP FEE
< \$500,000	\$200
\$500,000-\$2 million	\$450
> \$2 million	\$600

* Payable by check or credit card. Credit card transactions require a 3.75% processing fee.

TO REGISTER AS A HON COMMUNITY PARTNER, ORGANIZATIONS MUST

- Be designated by the IRS as a 501(c)(3) nonprofit or faith-based organization with a profile on GivingMatters.com; OR a school, government agency, hospital, hospice or senior living facility.
- Have liability insurance that covers volunteers.
- Not withhold services based on membership or religious affiliation/participation.
- Not be a political campaign.

Hands On Nashville does not recruit or refer volunteers to:

- Work with private individuals independent of an agency.
- Engage in political campaigns and partisan activities.
- Make direct financial asks as part of fundraising activities.
- Take part in direct religious activity or proselytizing.

GENERAL POSTING POLICY

- All Partner staff using HandsOn Connect, HON's volunteer and project management system, must be trained within 60 days of becoming a Partner.
- Partners submit their volunteer opportunities directly through our online system at least two weeks prior to the project date.
- Hands On Nashville's intent is to promote projects that provide meaningful service opportunities and connect volunteers with your mission. Activities not appropriate for HON volunteers include proselytizing, political campaigning, or fundraising.
- Hands On Nashville will only post/promote activities featuring a volunteer component. We are unfortunately unable to promote general invitations to events or activities.

USE OF TECHNOLOGY

- Licenses to use HandsOn Connect will be granted to individuals you designate to represent your agency that have participated in HandsOn Connect training.
- There is no sharing of licenses/logins to HandsOn Connect and HON.org; organizations must notify Hands On Nashville of licensed staff departures and/ or of new staff to be trained.
- HON recommends that each Community Partner have a minimum of two licensed and trained HandsOn Connect users at your organization.

LIABILITY POLICY

- The partner organization agrees to accept all liability for volunteer events and activities hosted by the partner. Volunteer injuries, property damage, or any other damages arising from volunteer engagement through the Hands On Nashville website is the sole responsibility of the partner agency, and the partner agency agrees to waive related all liability for Hands On Nashville.
- The partner will provide a Certificate of Commercial Insurance with a carrier rated A- or better by A.M. Best evidencing:
 - Minimum coverage amounts of \$1 million per occurrence and \$1 million aggregate for commercial general liability and \$1 million commercial auto and \$500,000 for worker's compensation.
 - List Hands on Nashville, 2525 Perimeter Place, Suite 121, Nashville, TN 37214 as an additional named insured and provide 30 days written notice of cancellation to additional insureds.
 - Waiver of subrogation in favor of Hands on Nashville for Commercial General Liability, Commercial Auto, and/or Worker's Compensation.
 - Insurance to be written on a primary and non-contributory basis.

SAFETY AND SIGNUPS

- Hands On Nashville makes no warranties or guarantees that postings on its website will result in volunteer signups. HON will gladly assist you in crafting a compelling service opportunity and provide relevant advice on methods to increase recruitment.
- Hands On Nashville makes no warranties or guarantees that volunteers who express interest in a project fit the partner's criteria for service. Partners should provide any screening necessary to ensure the safety of other volunteers and program participants.
- The partner organization agrees to provide adequate safety training and proper tools and equipment. The partner must ensure that volunteers have sufficient personal protective equipment, either by providing such or requiring volunteers to bring required equipment. Hands On Nashville can potentially assist the partner in requesting PPE through another partner, with sufficient notice.

OUR COMMITMENT TO INCLUSION

- Hands On Nashville is committed to developing our organization and programs to reflect our belief that Nashville is powered by people of all ages, races, ethnicities, skin tones, sexes, genders, sexualities, religions, abilities, and socioeconomic statuses engaging in service together.
- Hands On Nashville believes that volunteering is for everyone and does not discriminate on the basis of race, color, national origin, age, disability or sex. Hands On Nashville's intent is to promote projects that provide meaningful service opportunities and connect volunteers with your organizational mission.
- Hands On Nashville does partner with both religious institutions and government entities, as well as nonprofit organizations. Partners seeking membership must not withhold services based on membership or religious affiliation/participation. Any projects listed on hon.org must benefit the community and not discriminate. Activities not appropriate for Hands On Nashville volunteers include proselytizing, any direct religious activity, or political campaigning.
- Hands On Nashville may waive partnership fees following disasters, public health crises, or other specific issues facing our community. Complimentary Partners are still required to share a COI and sign HON's partnership agreement, accepting these nondiscrimination policies prior to posting.

AGREEMENT AND SIGNATURE

By signing below, I affirm that I/we have read and understand the Hands On Nashville Community Partner Agreement, and agree to abide by this policy in order to uphold our responsibility in Partnership.

City of La Vergne - Stormwater Department

ORGANIZATION NAME

AUTHORIZED REPRESENTATIVE

12/5/2023

DATE



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Approve Memorandum of Understanding (MOU) with Motlow State Community College for Non-Credit Instruction for Fire Department Basic Emergency Medical Technician Training.

Department: Fire

Presented By: Ronny Beasley

Item Attachments: 1. Memorandum of Understanding with Motlow State

Summary:

The Fire Department is requesting the Board to approve a MOU with Motlow State Community College to provide Basic Emergency Medical Technician training for 12 personnel.

Background Information:

Motlow State Community College will deliver 240 hours of Basic Emergency Medical Technician training to 10 La Vergne Fire and Rescue personnel. The employees will be eligible to challenge the National Registry test upon completing the class, allowing them to become State of Tennessee Basic Emergency Medical Technicians.

Financial Summary:

This is a budgeted item for the department totaling \$11,700.

Staff Recommendation:

Staff recommends approval.

**MEMORANDUM OF UNDERSTANDING (“MOU”)
FOR
NON-CREDIT INSTRUCTION**

This MOU serves as authorization for Motlow State Community College (MSCC) to provide and bill the City of La Vergne, on behalf La Vergne Fire Department, (LFD) located at 283 Old Nashville Hwy La Vergne, TN 37086 for the following:

- Program Title(s):** Emergency Medical Technician
- Description:** Training consists of 240 hours of class time.
- Instructor(s):** To be provided by Motlow State Community College
- Date(s) and Time:** Class Dates are January 16th 2024 through May 5th 2024; 8:00am-4:30pm
- Location:** La Vergne Fire Department
- CEU’S per Participant:** 24
- Number of Participants:** Not to exceed 24
- Program Fee:** \$11,700

Motlow State Community College will provide all instructional materials.

LFD agrees to make payment for services rendered within 30 days of receipt of an invoice. Payments not received within thirty days of receipt of invoice will be delinquent and subject to collection in accordance with Tennessee Board of Regents and MSCC policies and guidelines, including referral to a collection agency. LFD agrees to pay all collection costs incurred by MSCC.

MSCC and LFD agree that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of MSCC or LFD on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by applicable federal or Tennessee law. MSCC and LFD shall comply with all applicable federal and Tennessee law.

It is the policy of the LFD not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this agreement, MSCC certifies it will comply with this policy.

MSCC acknowledges that the LFD is a federal government contractor. Therefore, in carrying out its obligations under MOU, MSCC shall specifically acknowledge and agree as follows:

- (1) The LFD and MSCC shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (2) The LFD and MSCC shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- (3) The LFD and MSCC shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**City of La Vergne on behalf of the
La Vergne Fire Department**

Signature of Official

Title

Date

Motlow State Community College

Signature of Official

Contracts Officer

Title

Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Ratify the Approval of a Grant Contract with the State of Tennessee Department of Military, Tennessee Emergency Management Agency for the Hazard Mitigation Grant Program.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments:

1. Contract - Hazard Mitigation Grant Program
2. State Phase I Closeout Review Package

Summary:

This item will ratify the approval of a grant contract with the State for the Community Safe Room Project. Once completed, this will also close out Phase 1 of the project which consisted of architecture design, engineering, and feasibility of the structure.

Background Information:

This grant contract will allow for reimbursement of the most recent costs incurred for this project, which was the archaeological survey and ground penetrating radar for the site.

This will also complete Phase 1 of this project. FEMA will review the documentation to ensure that the project is eligible, technically feasible, cost-effective and compliant with the EHP requirements before approving funding for Phase 2 of the project. We do not have a timeframe on this approval process.

Financial Summary:

The total amount of funds expended was \$229,611.02 of which the 75% federal share was \$172,228.31 with a State share of \$28,691.36 and a local share of \$28,691.35.

Staff Recommendation:

Staff recommends approval.



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 06/28/2022	End Date 12/22/2023	Agency Tracking # 34101-05724	Edison ID		
Grantee Legal Entity Name CITY OF LAVERGNE			Edison Vendor ID 1520		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 97.039 Grantee's fiscal year end June 30th			
Service Caption (one line only) HAZARD MITIGATION GRANT PROGRAM 4320-0010 #0426					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	4,757.83	28,547.00			33,304.83
TOTAL:	4,757.83	28,547.00			33,304.83
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection		This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Hazard Mitigation Program establish by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to provide assistance for mitigation of highly vulnerable areas for disasters. This grant increases the State and local effectiveness by mitigating and planning against future disasters. The Grants are open to all local governments, state agencies, Indian tribes, Alaska Native villages, and certain private non-profit organizations. This contract was awarded to a local government which follows the state and local procurement laws, and the federal government Code of Federal Regulations 2.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF LAVERGNE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency (TEMA), hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of LaVergne, hereinafter referred to as the "Grantee," is for the provision of pass-through funding for the property acquisition, demolition and return to green space project under the Hazard Mitigation Grant Program (HMGP) project 4320-0010, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

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 complete the project outlined in section A.7. in conformity with the Grant Budget listed on Attachment 1. The project will be in accordance with the application received from City of LaVergne and approved by the Federal Emergency Management Agency (FEMA) and in compliance with the Hazard Mitigation Assistance Unified Guidance and 2 C.F.R. Part 200.
- A.3. The Grantee will adhere to The National Environmental Policy Act (NEPA), which stipulates that additions or amendments to a Hazard Mitigation Grant Program (HMGP) Grantee Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.
- A.4. FEMA approval must be obtained before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:
 - a. For construction projects, the Grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" {2 CFR 200.308(g)}.
 - b. A change in the SOW must be approved by FEMA in advance, regardless of the budget implications; and
 - c. The Grantee must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.5. Grantee will be required to submit Quarterly Progress Reports on the 10th of the month following the end of the quarter. For January - March Quarter, report is due April 10th, for April - June, report is due July 10th, July - September, report is due October 10th and October - December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

- A.6. In order to ensure this project has been completed in compliance with the approved SOW, the Grantee must submit to the Tennessee Emergency Management Agency (TEMA) at close-out:

- a. Certification from a licensed Professional Engineer or a Registered Architect, that the safe room and all items that contribute to the operation of the safe room have been constructed to meet or exceed FEMA Publication 361 for community safe rooms including but not limited to the foundation and safe room anchoring requirements, doors, windows, exterior above-ground generators and attendant fuel sources, electrical or passive ventilation, communication equipment, signage, steps, stairs, elevators, lifts, and eligible below ground electrical lines.
- b. Photographs of all sides of the constructed safe room.
- c. Documentation that demonstrates compliance with all environmental conditions.
- d. Documentation that demonstrates required hazard insurance has been secured if located within the FEMA identified Special Flood Hazard Area.
- e. Latitude and longitude of the safe room with an accuracy of +/- 20 meters.
- f. Upon completion of this project, a request that TEMA conduct a final inspection in order to document compliance with all international codes, local floodplain ordinances, and any other State or local regulations.
- g. A copy of the final Operations and Maintenance Plan.
- h. For community safe rooms designed for more than 50 occupants, documentation that a Peer Review was conducted in accordance with FEMA 361 Second Edition, Section 3.8.2 and 3.8.3 prior to construction of the safe room.

A.7. Mitigation Project Description:

Project Title: City of LaVergne Community Safe Room Project
 FEMA ID 4320-0010
 Project Location: City of LaVergne
 Project Description: The City of LaVergne project is to construct a new concrete multi-purpose safe room constructed on city owned property that is located within a neighborhood that has one- and two-family residences and mobile homes. The proposed safe room will be multi-purpose and function as a senior center.

- A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on June 28, 2022 ("Effective Date") and ending on December 22, 2023, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:

- (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is June 28, 2022.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed thirty-three thousand, three hundred four dollars and 83/100 (\$33,304.83) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Hazard Mitigation Division

3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. 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 and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
- i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

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

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Doug Worden
State Hazard Mitigation Manager
3041 Sidco Drive
Nashville, TN 37204
douglas.worden@tn.gov
Telephone #: (615) 741-1345
FAX #: (615) 242-4770

The Grantee:

Jason Cole, Mayor
City of LaVergne
5093 Murfreesboro Road
LaVergne, TN 37086
jcole@lavernetn.gov
Telephone #: (615) 308-3565
FAX #: (615) 793-6025

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

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

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not

completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 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 five thousand dollars (\$5,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under

no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State’s equitable interest therein, to the extent of its *pro rata* share, based upon the State’s contribution to the purchase price. The term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term “motor vehicle” shall include any article of tangible personal property that is required to be registered under the “Tennessee Motor Vehicle Title and Registration Law”, Tenn. Code Ann. Title 55, Chapters 1-6.

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

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract

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

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals

or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. The Grantee agrees to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 CFR 206.
- E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

E.8. Procurement of Recovered Materials. The Grantee must comply with CFR 200.322 which has information pertaining to Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recover; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirement shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the grant contract performance schedule.
- b. Meeting grant contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

E.9. Program Fraud and False or Fraudulent Statements or Related Acts. Grantees must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

E.10. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at
<http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF LAVERGNE:

GRANTEE SIGNATURE

DATE

JASON COLE, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**WARNER A. ROSS, II, BRIGADIER GENERAL
THE ADJUTANT GENERAL, MILITARY DEPARTMENT**

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
CITY OF LAVERGNE HMGP-4320-0010				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 06/28/2022		END: 12/22/2023		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	33,304.83	4,757.82	38,062.65
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	33,304.83	4,757.82	38,062.65

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

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1
Page 1**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FEES	33,304.83
TOTAL	33,304.83

ATTACHMENT 2**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	LaVergne, City of
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	4320DRTNP0000000.5
Federal award date	04/26/2019
Subaward Period of Performance Start and End Date	06/28/2022 thru 12/22/2023
Subaward Budget Period Start and End Date	06/28/2022 thru 12/22/2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.039 Hazard Mitigation Grant
Grant contract's begin date	06/28/2022
Grant contract's end date	12/22/2023
Amount of federal funds obligated by this grant contract	\$28,547.00
Total amount of federal funds obligated to the subrecipient	Consolidated Data Not Available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$28,547.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	City of LaVergne 4320-0010-R Safe Room project.
Name of federal awarding agency	FEMA
Name and contact information for the federal awarding official	Federal Emergency Management Agency Mrs. Valerie Rhodes, Chief Hazard Mitigation Assistance Branch FEMA Region IV 3003 Chamblee Tucker RD-Hollins Building Atlanta, GA 30341
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agent
Name and contact information for the pass-through entity awarding official	Doug Worden, Hazard Mitigation Manager 3041 Sidco Drive Nashville, TN 37204 Douglas.Worden@tn.gov Telephone #: 615.741.1345
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

State Compliance Review Findings
City of LaVergne
Community Safe Room Project
Contract 34101-72804
FEMA ID# HMGP-4320-0010-R / TEMA ID# 0426

Awarded Funding

Date Obligated	FEMA ID	Supp No.	100% Amount Eligible	Federal Share	State Share	Local/ In-Kind	Subgrantee Admin. Cost	Total Amount Obligated
06/02/2020	0010-R	4	\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ -	\$ 257,040.00
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OBLIGATIONS			\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ -	\$ 257,040.00

Approved Scope of Work

The City of LaVergne is to complete Phase 1 will consist of the Architecture Design, Engineering, and Feasibility of the structure. This phase period will be used to design all aspects of the Safe Room. Once Phase I is completed, FEMA will review the documentation to ensure the project is eligible, technically feasible, cost-effective, and compliant with EHP requirements before approving Phase II for construction.

Project Completion

This project was completed on March 13, 2023. Documentation supporting completion has been received, reviewed, and approved.

Funding Expended

The total amount of funds expended was \$229,611.02 of which the 75% federal share was \$172,228.31 with a state share of \$28,691.36 and a local share of \$28,691.35. A de-obligation of \$27,428.98 (federal share \$20,551.69) will be requested to reconcile actual costs with awarded costs. All payments have been issued, and upon receipt of FEMA's concurrence and de-obligation notice, this project will officially close.

Detail	100% Amount Eligible	Federal Share	State Share	Local Share	Total Amount Obligated
TOTAL OBLIGATIONS	\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 257,040.00
FINAL PROJECT COST	\$ 229,611.02	\$ 172,228.31	\$ 28,691.36	\$ 28,691.35	\$ 229,611.02
OBLIGATION/DE-OBLIGATION NEEDED FOR CLOSEOUT	\$ 27,428.98	\$ 20,551.69	\$ 3,438.64	\$ 3,438.65	\$ 27,428.98

Certification

As Authorized Applicant Agent for the City of LaVergne's Community Safe Room Project, I certify the reported cost in the State Compliance Review Findings Report was incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the provisions of the FEMA-State Agreement.

Name: _____ Title: _____

Signature: _____ Date: _____

Applicant: **LaVergne, City of**
 Activity Name: **Community Safe Room Project**
 Project Type: **Safe Room**

TID #: **0426**
 Program: **Hazard Mitigation Grant Program**
 FEMA ID#: **HMGF- 4320-0010-R**

Submitted to FEMA: **06/23/2018**
 FEMA Approved: **08/16/2019**
 Phase I Approval

06/02/2020
 Extension Approval Overrun Approval

Contract: **34101-**
 Expiration Date: **06/23/2021** **06/23/2022** **12/22/2023**
 Original Expo Date Extension Expo Date Extension Expo Date

FEMA Disaster 4320-0010-R Obligations

TEMA ID	FEMA ID	Supp No	100% Amount Eligible	75% Federal Share	12.5% State Share	12.5% Local/In-Kind Share	Sub-Grantee Admin Cost	Total Amount Obligated	Date Obligated
0426	0010-R	4	\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ -	\$ 257,040.00	08/16/2019
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL			\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ -	\$ 257,040.00	
Final Project Cost			\$ 229,611.02	\$ 172,228.31	\$ 28,691.36	\$ 28,691.35	\$ -	\$ 229,611.02	
Pending Cost Overrun or De-Obligation Needed For Closeout			\$ 27,428.98	\$ 20,551.69	\$ 3,438.64	\$ 3,438.65	\$ -	\$ 27,428.98	

Amended - FEMA Approved Budget Line Item Scope

Line Item	Budget Line Items	Eligible	Federal	State	Local	Total Grant
01.	Phase I Labor: Survey of Saferoom Boundary	\$ 4,721.00	\$ 3,540.75	\$ 590.12	\$ 590.13	\$ 4,721.00
02.	Phase I Labor: Archeological Survey of Saferoom Site	\$ 9,200.00	\$ 6,900.00	\$ 1,150.00	\$ 1,150.00	\$ 9,200.00
03.	Phase I Fees: Architect Fees (8.0%)	\$ 61,916.00	\$ 46,437.00	\$ 7,739.50	\$ 7,739.50	\$ 61,916.00
04.	Phase I Fees: Project & Contract MGMT (6.0% of the Total Project)	\$ 44,986.00	\$ 33,739.50	\$ 5,623.25	\$ 5,623.25	\$ 44,986.00
05.	Phase I Fees: Engineering Fees	\$ 36,194.00	\$ 27,145.50	\$ 4,524.25	\$ 4,524.25	\$ 36,194.00
06.	Phase I Fees: Other Engineering Fees	\$ 35,756.00	\$ 26,817.00	\$ 4,469.50	\$ 4,469.50	\$ 35,756.00
07.	Phase I Fees: Structural Engineering (due to span of structure)	\$ 58,389.00	\$ 43,791.75	\$ 7,298.63	\$ 7,298.62	\$ 58,389.00
08.	Phase I Fees: Phase II O & M Plan	\$ 5,878.00	\$ 4,408.50	\$ 734.75	\$ 734.75	\$ 5,878.00
Subtotal		\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 257,040.00
Subgrantee Administration		\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 257,040.00

Contract Budget Line Item Scope

Line Item	Budget Line Items	Eligible	Federal	State	Local	Total Grant
01	Phase II Materials	\$ -	\$ -	\$ -	\$ -	\$ -
02	Phase II Labor	\$ 13,921.00	\$ 10,440.75	\$ 1,740.12	\$ 1,740.13	\$ 12,180.87
03	Phase I Fees	\$ 243,119.00	\$ 182,339.25	\$ 30,389.88	\$ 30,389.87	\$ 212,729.13
04		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 224,910.00
Subgrantee Administration		\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 224,910.00

Payment Reconciliation

Date	Supp No.	Type Transaction	100% Amount Eligible	Federal Share	State Share	Local Share	SubGrantee Admin	Grant/Payment Amount
08/16/2019	4	Phase I Obligation	\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ -	\$ 224,910.00
		Phase II Obligation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pending Cost Overrun or De-Obligation Needed For Closeout			\$ (27,428.98)	\$ (20,551.69)	\$ (3,438.64)	\$ (3,438.65)	\$ -	\$ (23,990.33)
May. 20, 2021		01 st REIMBURSEMENT PAYMENT	\$ 115,836.93	\$ 86,877.70	\$ 14,479.62	\$ 14,479.61	\$ -	\$ 101,357.32
Jun. 24, 2021		02 nd REIMBURSEMENT PAYMENT	\$ 103,140.42	\$ 77,375.36	\$ 12,882.53	\$ 12,882.53	\$ -	\$ 90,257.89
Pending		03 rd REIMBURSEMENT PAYMENT	\$ 10,633.67	\$ 7,975.25	\$ 1,329.21	\$ 1,329.21	\$ -	\$ 9,304.46
		04 th REIMBURSEMENT PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Obligations			\$ 229,611.02	\$ 172,228.31	\$ 28,691.36	\$ 28,691.35	\$ -	\$ 200,919.67
Total Payments			\$ 229,611.02	\$ 172,228.31	\$ 28,691.36	\$ 28,691.35	\$ -	\$ 200,919.67
Balance			\$ (0.00)	\$ -	\$ -	\$ -	\$ -	\$ -

Final Payment Pending FEMA's Concurrence \$ -

Not Used

Hazard Mitigation Grant Program
LaVergne, City of
Community Safe Room Project
FEMA ID# 4320-0010-R – TEMA ID# 0426

Expenditures & Supporting Documentation

Line Item	Line Item Category	Approved Cost	Actual Cost	Difference	P.O. No.	Vendor	Payment Application No.	Invoice No. or Date	Ck No. & Amount	Payment No.
01.	Phase I Labor: Survey of Saferoom Boundary	\$ 4,721.00	\$ 4,721.00	\$ -	PO No. N/A	Southen Precision Land Surveying	APP No.	Inv. No. 62956-2	Ck No. \$ 4,721.00	Phase I 01st Partial PYMT Req.
					PO No.		APP No.	Inv. No.	Ck No. \$ -	
						Total Cost of Phase I Labor FEES: Survey of Saferoom Boundary:			\$ 4,721.00	
02.	Phase I Labor: Archeological Survey of Saferoom Site	\$ 9,200.00	\$ 9,112.00	\$ 88.00	PO No. N/A	Midsouth Cultural Resource Constultants	APP No.	Inv. No. 418	Ck No. 115600 \$ 3,000.00	Phase I 03rd & FINAL PYMT Req.
					PO No. N/A	Bigman Geophysical LLC	APP No.	Inv. No. 191	Ck No. 115529 \$ 6,112.00	Phase I 03rd & FINAL PYMT Req.
						Total Cost of Phase I Fees: Archeological Survey of Saferoom Site:			\$ 9,112.00	
03.	Phase I Fees: Architect Fees (8.0%)	\$ 61,916.00	\$ 50,845.48	\$ 11,070.52	PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-1	Ck No. \$ 7,129.34	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-2	Ck No. \$ 4,043.46	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-3	Ck No. \$ 9,303.89	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-4	Ck No. \$ 6,467.97	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-5	Ck No. \$ 15,947.62	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-6	Ck No. 109676 \$ 176.74	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 7,776.46	Phase I 02nd Partial PYMT Req.
						Total Cost of Phase I Fees: Architect Fees (8.0%):			\$ 50,845.48	
04.	Phase I Fees: Project & Contract MGMT (6.0% of the Total Project)	\$ 44,986.00	\$ 34,719.06	\$ 10,266.94	PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-6	Ck No. 109676 \$ 972.63	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 17,150.26	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-8	Ck No. 109676 \$ 16,596.17	Phase I 02nd Partial PYMT Req.
						Total Cost of Phase I Fees: Project & Contract Management (6.0% of the Total Project):			\$ 34,719.06	
05.	Phase I Fees: Engineering Fees	\$ 36,194.00	\$ 30,193.22	\$ 6,000.78	PO No. N/A	Allen and Hoshall - Mechanical Engineer	APP No.	Inv. No. 62956-2	Ck No. \$ 168.86	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Electrical Engineer	APP No.	Inv. No. 62956-3	Ck No. \$ 1,595.67	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Mechanical Engineer	APP No.	Inv. No. 62956-3	Ck No. \$ 348.90	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Electrical Engineer	APP No.	Inv. No. 62956-4	Ck No. \$ 1,105.98	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Mechanical Engineer	APP No.	Inv. No. 62956-4	Ck No. \$ 87.23	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Electrical Engineer	APP No.	Inv. No. 62956-5	Ck No. \$ 2,483.91	Phase I PYMT Req No. 01
					PO No. N/A	Allen and Hoshall - Mechanical Engineer	APP No.	Inv. No. 62956-5	Ck No. \$ 828.66	Phase I PYMT Req No. 01
					PO No. N/A	Allen and Hoshall - Plumbing Engineer	APP No.	Inv. No. 62956-5	Ck No. \$ 7,222.04	Phase I PYMT Req No. 01
					PO No. N/A	Allen and Hoshall - Electrical Engineer	APP No.	Inv. No. 62956-6	Ck No. 109676 \$ 1,377.94	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Plumbing Engineer	APP No.	Inv. No. 62956-6	Ck No. 109676 \$ 37.62	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Electrical Engineer	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 8,770.48	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Mechanical Engineer	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 3,118.38	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Plumbing Engineer	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 2,031.20	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Electrical Engineer	APP No.	Inv. No. 62956-8	Ck No. 109676 \$ 790.66	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall - Plumbing Engineer	APP No.	Inv. No. 62956-8	Ck No. 109676 \$ 225.69	Phase I 02nd Partial PYMT Req.
						Total Cost of Phase I Fees: Engineering Fees:			\$ 30,193.22	
06.	Phase I Fees: Other Engineering Fees	\$ 35,756.00	\$ 35,754.96	\$ 1.04	PO No. N/A	Geotek Engineering	APP No.	Inv. No. 62956-2	Ck No. \$ 13,180.00	Phase I 01st Partial PYMT Req.
					PO No. N/A	Civil Engineer - Allen and Hoshall	APP No.	Inv. No. 62956-1	Ck No. \$ 1,526.24	Phase I 01st Partial PYMT Req.
					PO No. N/A	Civil Engineer - Allen and Hoshall	APP No.	Inv. No. 62956-3	Ck No. \$ 8,675.99	Phase I 01st Partial PYMT Req.
					PO No. N/A	Civil Engineer - Allen and Hoshall	APP No.	Inv. No. 62956-4	Ck No. \$ 4,852.52	Phase I 01st Partial PYMT Req.
					PO No. N/A	Civil Engineer - Allen and Hoshall	APP No.	Inv. No. 62956-5	Ck No. \$ 3,098.10	Phase I 01st Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 4,289.89	Phase I 02nd Partial PYMT Req.
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-8	Ck No. 109676 \$ 132.22	Phase I 02nd Partial PYMT Req.
						Total Cost ofPhase I Fees: Other Engineering Fees:			\$ 35,754.96	

Line Item	Line Item Category	Approved Cost	Actual Cost	Difference	P.O. No.	Vendor	Payment Application No.	Invoice No. or Date	Ck No. & Amount	Payment No.				
07.	Phase I Fees: Structural Engineering (due to span of structure)	\$ 58,389.00	\$ 58,388.02	\$ 0.98	PO No. N/A	Allen and Hoshall	APP No.	Inv. No.	Ck No. \$ 5,317.26	Phase I 01st Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No.	Ck No. \$ 840.55	Phase I 01st Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No.	Ck No. \$ 1,586.24	Phase I 01st Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No.	Ck No. \$ 1,106.06	Phase I 01st Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No.	Ck No. \$ 14,199.44	Phase I 01st Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 31,458.17	Phase I 02nd Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-8	Ck No. 109676 \$ 2,358.63	Phase I 02nd Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-6	Ck No. 109676 \$ 1,521.67	Phase I 03rd & FINAL PYMT Req.				
					Total Cost of Phase I Fees: Structural Engineering (due to span of structure):								\$ 58,388.02	
08.	Phase I Fees: Phase II O & M Plan	\$ 5,878.00	\$ 5,877.28	\$ 0.72	PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-7	Ck No. 109676 \$ 4,556.03	Phase I 02nd Partial PYMT Req.				
					PO No. N/A	Allen and Hoshall	APP No.	Inv. No. 62956-8	Ck No. 109676 \$ 1,321.25	Phase I 02nd Partial PYMT Req.				
					Total Cost of Phase I Fees: Phase II O & M Plan:								\$ 5,877.28	
TOTALS		\$ 257,040.00	\$ 229,611.02	\$ 27,428.98										

Hazard Mitigation Grant Program
LaVergne, City of
Community Safe Room Project
FEMA ID# 4320-0010-R – TEMA ID# 0426

Financial Summary - Approved vs. Actual

Line Items		Approved Costs	Actual Costs	Difference	Fees
01.	Phase I Labor: Survey of Saferoom Boundary	\$ 4,721.00	\$ 4,721.00	\$ -	
02.	Phase I Labor: Archeological Survey of Saferoom Site	\$ 9,200.00	\$ 9,112.00	\$ 88.00	
03.	Phase I Fees: Architect Fees (8.0%)	\$ 61,916.00	\$ 50,845.48	\$ 11,070.52	
04.	Phase I Fees: Project & Contract MGMT (6.0% of the Total Project)	\$ 44,986.00	\$ 34,719.06	\$ 10,266.94	
05.	Phase I Fees: Engineering Fees	\$ 36,194.00	\$ 30,193.22	\$ 6,000.78	
06.	Phase I Fees: Other Engineering Fees	\$ 35,756.00	\$ 35,754.96	\$ 1.04	
07.	Phase I Fees: Structural Engineering (due to span of structure)	\$ 58,389.00	\$ 58,388.02	\$ 0.98	
08.	Phase I Fees: Phase II O & M Plan	\$ 5,878.00	\$ 5,877.28	\$ 0.72	
Final Project Costs		\$ 257,040.00	\$ 229,611.02	\$ 27,428.98	

Approved Cost vs. Actual Cost

Contract Budget Line Item	Approved Costs	Actual Costs	Difference
Materials	\$ -	\$ -	\$ -
Labor	\$ 13,921.00	\$ 13,833.00	\$ 88.00
Fees Paid	\$ 243,119.00	\$ 215,778.02	\$ 27,340.98
Final Project Costs	\$ 257,040.00	\$ 229,611.02	\$ 27,428.98

Approved Shares vs. Actual Shares

Line Items	Approved Costs	Actual Costs	Difference
Federal Share	\$ 192,780.00	\$ 172,228.31	\$ 20,551.69
State Share	\$ 32,130.00	\$ 28,691.36	\$ 3,438.64
Local Share	\$ 32,130.00	\$ 28,691.35	\$ 3,438.65
Final Project Costs	\$ 257,040.00	\$ 229,611.02	\$ 27,428.98

Not Used

Hazard Mitigation Grant Program
LaVergne, City of
Community Safe Room Project
FEMA ID# 4320-0010-R – TEMA ID# 0426

Obligations

TEMA ID	FEMA ID	Supp No.	Total Eligible	Federal	State Share	Local Share	Total Grant Amount
0426	0010-R	4	\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 257,040.00
			\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 257,040.00
Pending Cost Overrun or De-Obligation Needed For Closeout			\$ (27,428.98)	\$ (20,551.69)	\$ (3,438.64)	\$ (3,438.65)	\$ (27,428.98)
Total Awarded			\$ 229,611.02	\$ 172,228.31	\$ 28,691.36	\$ 28,691.35	\$ 229,611.02

Payment Recapitulation

Obligation & Payment Date	Supp No.	Total Eligible	Federal Share	State Share	Local Share	Net Payment
08/16/2019	Supp No. 0	\$ 257,040.00	\$ 192,780.00	\$ 32,130.00	\$ 32,130.00	\$ 224,910.00
		\$ -	\$ -	\$ -	\$ -	\$ -
Pending Cost Overrun or De-Obligation Needed For Closeout		\$ (27,428.98)	\$ (20,551.69)	\$ (3,438.64)	\$ (3,438.65)	\$ (23,990.33)
May. 20, 2021	01 st REIMBURSEMENT PAYMENT	\$ 115,836.93	\$ 86,877.70	\$ 14,479.62	\$ 14,479.61	\$ 101,357.32
Jun. 24, 2021	02 nd REIMBURSEMENT PAYMENT	\$ 103,140.42	\$ 77,375.36	\$ 12,882.53	\$ 12,882.53	\$ 90,257.89
Pending	03 rd REIMBURSEMENT PAYMENT	\$ 10,633.67	\$ 7,975.25	\$ 1,329.21	\$ 1,329.21	\$ 9,304.46
	04 th REIMBURSEMENT PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -
Total Obligations		\$ 229,611.02	\$ 172,228.31	\$ 28,691.36	\$ 28,691.35	\$ 200,919.67
Total Payments		\$ 229,611.02	\$ 172,228.31	\$ 28,691.36	\$ 28,691.35	\$ 200,919.67
Balance		\$ -	\$ -	\$ -	\$ -	\$ -
Final Payment Pending FEMA's Concurrence				\$ -		

Donna E. Holden
Prepared By Donna E. Holden

April 20, 2023
Date



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Ratify the Approval of an Agreement with ProFirst Training and Consulting, LLC, DBA ProFirst Training for Professional Public Safety Pre-Employment Background and Investigation Services.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Agreement - ProFirst Training

Summary:

This is an item to ratify the approval of an agreement with ProFirst Training and Consulting in order to conduct pre-employment background checks for the Police Department.

Background Information:

The La Vergne Police Department is currently down two sergeant positions, four detective positions, and approximately thirteen patrol positions. Over the past few months, a massive push in recruitment has resulted in a multitude of candidates that have completed the initial phases of the hiring process which include a written test, physical agility, and oral interview board. Once this is completed, candidates are set for a background investigation. This involves an extensive check of multiple areas to determine suitability for a position with the police department. Currently there are over fifteen applicants that are at this portion of the process, and a multitude of applicants scheduled to begin the testing process over the next few weeks.

Due to the detectives being short by half of the allotted positions, the amount of time that can be dedicated to the candidates is extremely limited. An average background investigation takes about 30 to 45 days. Currently we have been forced to use

officers on light duty, and even two civilian employees to conduct these investigations. This is on top of their day-to-day responsibilities. This has created delays and caused some candidates to accept other offers.

In an effort to find a solution, we began researching third party companies that performs background checks for law enforcement agencies. During our search, we contacted Pro First Training, out of Nashville. Through conversations and meetings, it was discovered that the company has the capability of doing up to 30 background investigations, with a 3 to 4 week turnaround per background. The company currently does background investigations for police departments in Colorado, Oklahoma, and North Carolina. Once this was agreed upon, we were sent a written agreement that was researched and determined to be a contract, which needed to be reviewed by our city attorney. This was delayed due to the holidays and while this was still in process, a few more candidates accepted other job offers. This situation led to the request to expedite getting the agreement approved so that we could supply the remaining backgrounds to Pro First, and get these investigations in motion, and to take the additional undue pressure off of the Investigations division, freeing the detectives to work on priority cases. For this reason, we ask the board to ratify the approval of the agreement that allowed us to move forward.

Financial Summary:

Background investigations will cost \$895 each, plus expenses (if necessary). If ProFirst is needed for court appearances, the city will have to pay for travel expenses, per diem and court appearance hourly rate not to exceed \$580 per day.

Staff Recommendation:

Staff recommends approval.

**AGREEMENT WITH PROFIRST TRAINING AND CONSULTING, LLC FOR
PROFESSIONAL PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND
INVESTIGATIVE SERVICES**

This Agreement for Professional Investigative Services (this “Agreement”) is effective December 11, 2023, by and between the City of LaVergne, a Tennessee municipal corporation, hereinafter referred to as “LaVergne PD” and ***ProFirst Training and Consulting, LLC, dba ProFirst Training*** (“ProFirst”). LaVergne PD and ProFirst are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

RECITALS

WHEREAS, LaVergne PD desires to contract for professional investigative services; and WHEREAS, ProFirst provides professional employment investigative services, and is particularly qualified to perform required services due to their specialized skill, legal knowledge and expertise; and

WHEREAS, LaVergne PD desires to retain ProFirst’s services (**as needed basis**) in connection with the scope of services provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- 1. Scope of Work:** The Scope of Work for this Agreement is attached hereto and incorporated herein by this reference as Attachment A.
- 2. Compensation:** The compensation to be paid to ProFirst for performing services in accordance with this Agreement is specified in Attachment B, which is attached hereto and incorporated herein by this reference and includes full compensation for providing all services performed under this Agreement. The approved flat rates set forth in this Agreement may not be amended or increased without approval of LaVergne PD, Chief or designee.
- 3. Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment B hereto.
- 4. Agreement Term:** The Term of this Agreement shall commence on the date of execution by LaVergne PD and shall continue on a “**as needed basis**” until completion of the specific matters upon which the services of ProFirst have been requested hereunder. **Both parties reserve the right to terminate this agreement at any time by written notice.**

5. General Conflicts of Interest: ProFirst shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of LaVergne PD. This obligation shall apply to ProFirst; ProFirst's employees, agents, and relatives; and third parties associated with accomplishing services hereunder. ProFirst's efforts shall include, but not be limited to establishing precautions to prevent their employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of LaVergne PD. ProFirst's policy prohibits its employees from engaging in activities involving a conflict of interest. ProFirst shall not, during the period of this Agreement, employ or offer employment to any LaVergne PD employee for any purpose.

6. Confidentiality and Communication with LaVergne PD: ProFirst shall maintain the confidentiality of all information which they may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal, State, and LaVergne PD policies, regulations, ordinances and directives relating to confidentiality, including any Code of Professional Responsibility. ProFirst shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Investigations are conducted at the direction of LaVergne PD, or designee and are therefore deemed to be LaVergne PD work product. Any investigative materials, notes, audio or video recordings, documents, or reports created in the course of an investigation are deemed to be covered under privileged communication work-product doctrine.

ProFirst recognizes that the relationship with LaVergne PD and its agents and employees, officers and/or representatives is subject to applicable privilege and that any information acquired during the term of this Agreement from or through LaVergne PD is considered to be confidential and privileged. ProFirst warrants that they shall not disclose or use in any manner whatsoever any of the information from LaVergne PD's officers, employees, and agents in connection with said relationships or proceedings. ProFirst shall not, without specific direction from LaVergne PD communicate with, advise, or represent LaVergne PD officers or employees. These confidentiality obligations shall survive this Agreement's termination or expiration.

La Vergne PD agrees to restrict access to the investigative background reports such that only those individuals who are authorized by law to view them may view them.

7. Independent Contractors: ProFirst shall be considered as independent contractors and neither ProFirst, its employees nor anyone working under ProFirst shall be considered an employee of LaVergne PD. Neither ProFirst, their employees nor anyone working under ProFirst shall qualify for workers' compensation or other fringe benefits of any kind through LaVergne PD.

8. Assignment or Sub-Contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by ProFirst without the express written consent of LaVergne PD. Any attempt by ProFirst to assign or sub-contract the performance or any portion thereof of this Agreement without the expressed written consent of LaVergne PD shall be invalid and shall constitute a material breach of this Agreement.

9. Performance: ProFirst shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to LaVergne PD's satisfaction. ProFirst shall be responsible for the professional quality, technical assurance, CO POST compliance, timely completion and coordination of all documentation and other services performed by ProFirst under this Agreement. ProFirst shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, materials, and supplies necessary therefore; shall at their sole expense obtain and maintain all permits and licenses required by public authorities, including those of LaVergne PD required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors. ProFirst's services do not include a medical examination, polygraph, or psychiatric assessment; however, ProFirst will make themselves available to assist with each of these steps.

ProFirst reserves the right to decline a background investigation on any applicant whose background is deemed to be a conflict with industry standards, a liability risk for ProFirst Training and Consulting, LLC or other cause. The decision to refuse to conduct the background investigation shall be at the sole discretion of ProFirst Training and Consulting, LLC.

10. Compliance with Laws: ProFirst represents and warrants that services to be provided under this Agreement shall fully comply with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by LaVergne PD in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by LaVergne PD. ProFirst acknowledges that LaVergne PD is relying on ProFirst to ensure such compliance. ProFirst agrees that they shall defend, indemnify, and hold LaVergne PD harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

11. ProFirst’s Personnel: ProFirst warrants that all ProFirst’s personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by LaVergne PD. LaVergne PD expressly retains the right to have any of the ProFirst personnel removed from performing services under this Agreement to LaVergne PD. All ProFirst investigators will be law enforcement, or retired law enforcement personnel and POST-certified background investigators with at least 15 years of experience or supervised by personnel with at least 15 years of experience. All ProFirst investigators will also be subject matter experts in FCRA, ADA, Title VII and POST public safety background investigations.

ProFirst’s Supervising Investigator for this Agreement shall be [John Pallas]. ProFirst’s Supervising Investigator shall have full authority to act for ProFirst on all daily operational matters under this Agreement and shall serve as or designate lead investigator (“Lead Investigator”) for all activities performed under the scope of services described below. Any change in ProFirst Supervising Investigator shall be first authorized in writing by LaVergne PD, Chief, or designee.

LaVergne PD's designated authority under this Agreement shall be LaVergne PD’s [Deputy Chief Brent Hatcher] who shall have authority to act for LaVergne PD, within the scope of her authority, on all daily operational matters under this Agreement and shall review and approve all ProFirst reports, whether written or verbal, and any change in ProFirst work. Whenever LaVergne PD designates a new authority, the designee shall notify ProFirst in writing.

12. Reports/Meetings: At the direction of LaVergne PD, ProFirst shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. LaVergne PD and ProFirst will meet on reasonable notice to discuss the ProFirst performance and progress under this Agreement. If requested, ProFirst personnel shall attend all meetings in person or virtually. ProFirst shall provide such information that is requested by LaVergne PD for the purpose of monitoring progress under this Agreement.

13. Patent/Copyright Materials/Proprietary Infringement: ProFirst shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. ProFirst warrants that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. ProFirst agrees that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend, and hold LaVergne PD Indemnitees (as defined below) harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

14. Each Party's Responsibility: Except with respect to ProFirst's obligation to indemnify LaVergne PD as set forth herein, each party shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized personnel acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by either party.

15. Insurance Provisions: Prior to the provision of services under this Agreement, ProFirst agrees to purchase the following insurance at ProFirst's expense and shall name the City of Laverne as an additional insured.

Each Occurrence Limit	\$2,000,000
Damage to Premises Rented to you Limit	\$100,000 (Any one premises)
Medical Expense Limit	\$5,000 (Any one person)
Personal & Advertising Injury Limit	\$2,000,000 (Any one person or org)
General Aggregate Limit	\$3,000,000
Products/Completed Operations Agg Limit	\$3,000,000

16. Title to Data: All materials, documents, data, or information obtained from the LaVergne PD, or any LaVergne PD medium furnished to ProFirst in the performance of this Agreement, will at all times remain the property of LaVergne PD. Such data or information may not be used or copied for direct or indirect use by ProFirst after completion or termination of this Agreement without the express written consent of LaVergne PD. All materials, documents, data, or information, including copies, must be returned to LaVergne PD at the end of this Agreement.

ProFirst will supply a secured online portal, developed for the sole use of LaVergne PD and for the purpose of processing applicant backgrounds. The online portal will be provided at no cost and will remain the property of ProFirst throughout this agreement. All applicant data and material provided by LaVergne PD will remain property of LaVergne PD, as articulated in this agreement.

17. Records: ProFirst shall keep an accurate record of time and progress expended by ProFirst and the subcontractors working for ProFirst in the performance of this Agreement. Such record shall be available for periodic inspection by the LaVergne PD at reasonable times.

18. Audits/Inspections: LaVergne PD reserves the right to audit and verify the ProFirst records before final payment is made.

ProFirst agrees to maintain such records for possible audit for a minimum of one (1) year after final payment, unless a longer period of records retention is stipulated under this Agreement or by law.

Should ProFirst cease to exist as a legal entity, ProFirst's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition, in the event of liquidation, to the LaVergne PD Counsel's Supervising Attorney.

19. Termination for LaVergne PD 's Convenience: Services performed under this Agreement may be terminated in whole or in part at any time LaVergne PD deems termination of this Agreement to be in its best interests. ProFirst also has the right to do the same. LaVergne PD shall terminate services by delivering to ProFirst a written Termination Notice specifying the extent to which services are terminated and the effective termination date. After receiving a Termination Notice and unless otherwise directed by LaVergne PD, ProFirst shall:

- a) Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b) Complete services not terminated by the Termination Notice.
- c) Complete and submit a written Closing Report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with ProFirst (including a discussion of applicable law) a list and description of all scheduled meetings, court appearances or matters which ProFirst was to attend and an assessment of the accomplishments of ProFirst engagement.
- d) Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If ProFirst fails to submit a final billing within the time allowed, LaVergne PD may determine, on the basis of information available to it, the amount, if any, due to ProFirst. After LaVergne PD makes a determination, it shall pay ProFirst that amount. LaVergne PD 's determination shall be final.
- e) Provide LaVergne PD with copies (electronic or hardcopies) of all files and work product for any matters in which ProFirst was retained by LaVergne PD. This includes any computerized index, computer programs and document retrieval systems created or used for the matters.

20. **Breach of Agreement:** The failure of ProFirst to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event, LaVergne PD may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a) Afford ProFirst written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b) Discontinue payment to ProFirst for and during the period in which ProFirst is in breach; and offset against any monies billed by ProFirst but yet unpaid by LaVergne PD those monies disallowed pursuant to the above; and/or
- c) Terminate the Agreement immediately, without penalty to LaVergne PD.

Consent to Breach Not Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

21. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either Party to any other remedies provided by law.

22. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S.- certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

23. **Consulting Fees and/or Court Appearances.** In the event LaVergne PD requires subject matter expert testimony, or witness testimony, from ProFirst and either requests and/or subpoenas ProFirst as a witness, LaVergne PD agrees to reimburse ProFirst for all travel expenses, per diem and court appearance hourly rate not to exceed \$580 per day.

All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For ProFirst: Name: ProFirst Training and Consulting, LLC

Address: 6339 Charlotte Pike Suite 596 Nashville, TN 37209
Attn.: John Pallas
Title: Director
Phone: 888-477-2526
Fax: 888-477-2526
email: JPallas@ProFirstTraining.com

For (LaVergne PD):

Name: City of LaVergne
Address: 5093 Murfreesboro Rd. LaVergne, TN 37086
Attn.: Deputy Chief Brent Hatcher
Phone: 615-287-8709
Email: bhatcher@lavergetn.gov

24. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes Tennessee state sales or use tax applicable now or in the future unless business is being conducted with a tax-exempt entity.
25. **Change of Ownership:** ProFirst agrees that if there is a change or transfer in ownership of ProFirst business prior to completion of this Agreement, the new owner(s) or successors to ProFirst shall be required to provide documentation satisfactory to LaVergne PD that the new owner(s) or successor(s) have assumed and will assume ProFirst's duties and obligations contained in this Agreement and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).
26. **Publication:** No copies of schedules, written documents, and computer-based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by ProFirst and/or anyone acting under the supervision of ProFirst to any person, partnership, company, corporation, or agency, without prior written approval by LaVergne PD, except as necessary for the performance of the services of this Agreement.
27. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
28. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
29. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
30. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
31. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.
32. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties.

33. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
34. This agreement shall be governed by Tennessee law. Venue for the adjudication of any dispute between the parties shall be Rutherford County, Tennessee.

SIGNATURES ON FOLLOWING PAGE

The Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Dated: [12/11/2023]

LaVergne Police Department
Deputy Chief Brent Hatcher

By: _____
Brent Hatcher

Dated: [12/11/2023]

ProFirst Training and Consulting, LLC
John Pallas

By: _____
John Pallas

ATTACHMENT A

SCOPE OF SERVICES

1. ProFirst shall do all work necessary to complete each assigned public safety pre-employment background investigation.

Pre-employment background investigation as described by the Contract above, including but not limited to interviewing witnesses, researching legal issues, preparing investigative summaries and final reports as required by Tennessee POST. Such reports shall include a description of the investigative procedures used, a detailed summary of the evidence reviewed - including witness interviews - and supporting documentation. LaVergne PD shall provide the background report format to be used in order to remain consistent with all other agency background investigations on file with the department.

ProFirst shall strive to complete each background investigation within a four-week timeframe after assignment.

2. ProFirst shall provide LaVergne PD with the necessary representation by staff qualified to perform work described above.
3. ProFirst shall provide all investigative services requested by LaVergne PD within or reasonably related to the description of the Scope of Work.
4. ProFirst shall meet with LaVergne PD representatives as requested by LaVergne PD, Chief or designee.
5. ProFirst shall obtain written approval before initiating any pre-employment public safety background or follow-up investigation.
6. ProFirst shall obtain LaVergne PD's prior approval for travel outside the boundaries of: The State of Tennessee.
7. ProFirst shall consult with LaVergne PD on strategic and tactical decisions.
8. **LaVergne PD shall provide ProFirst with copies of all employment applications, NCIC/CCIC printouts, QQ, DMV printouts (Driving and vehicle registered to) and any other returns from government databases required to conduct the applicant's pre-employment investigation. ProFirst is a Level 2 CJIS organization and CJIS training certificates are available for the records bureau for audit purposes. *ProFirst is a level 2 CJIS-compliant organization and the CJIS certificates will be forwarded to LaVergne PD for audit purposes.**

9. Police officer background investigations will be conducted in accordance with Tennessee POST guidelines as well as accepted best practices. The investigations will include but will not be limited to the following Scope of Work:

Applicant interview and review of PHS (Approximately 1.5 hours)

Employment Investigation- 10 years or further if necessary

Interviews with previous employers / Co-workers

Lateral Applicants - Interview with HR and Professional Standards Unit

Military verification

Criminal History – NCIC / FBI/ DMV / Nationwide courts

Family members, and associates, investigation

Civil Courts - Nationwide search

Commission verification

Child Protective Services check

Public Records – Nationwide search

Property records

Marriage / Divorce

Licenses / Business / Liens / Foreclosures / Evictions

Insurance Claims – risk assessment databases

Credit and Financial Investigation

Social Media Investigations

Education- Review and verification of all education

Residence- Review and verification of all residence

a. Neighbor interviews

b. Utilities verification

c. Local police / sheriff records requests

CAD/Records

d. Utilities search

House Check and neighbor interviews

Spouse interview

Interviews with roommates, others in home

ATTACHMENT B

COMPENSATION, INVOICING AND PAYMENT

PARTNERSHIP BENEFIT –LaVergne Police Department

If we discover any potential disqualifying factor(s) up until, and including, the pre-background interview with the applicant – **we will not charge you for any of our work.** We will also complete the narrative report with our findings for your records.

*We do not require a contractual commitment for a minimum number of background investigations.

FLAT RATE SCHEDULE:

FLAT RATE:

PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND INVESTIGATION:

\$895.00

EXPENSES:

PRORATED INVESTIGATION

PRORATED

(Applied only if applicant withdraws before half of the investigation is completed, or LaVergne PD DQs applicant AFTER pre-background interview. ProFirst will prorate work completed.)

ATTACHMENT B – continued

OTHER EXPENSES LIMITED TO BELOW LISTED

1. Reimbursable ordinary expenses shall include, if they are a reasonable and necessary incident and consequence of the assigned services authorized by LaVergne PD, for the following:
 - a. Postage if overnight mailing requested by LaVergne PD
 - b. Document reproduction or information charged by applicant's current or prior employer. (Not to exceed \$25.00).
 - c. Verification fees (Not to exceed \$35.00)
 - d. Document reproduction - Other

*Not to exceed 50 investigative hours per background investigation.

BILLING AND PAYMENTS

- A.** ProFirst shall submit billing after each background investigation has been completed.

LaVergne PD will provide ProFirst with the billing address and format to submit invoicing.

- B.** Each invoice statement shall be identified by a unique number and shall be itemized to include:

1. Background investigation – applicant's name / position
2. Who authorized work – name of LaVergne PD representative or PO number
3. Flat fee, Travel fee (if any) and other limited fees.

- C. PAYMENTS: LaVergne PD** shall make payment(s) for services under this agreement in arrears based on work performed on the itemized billing statement. LaVergne PD shall make its best effort to process payments promptly after receiving ProFirst's billing statement. Terms will be net 30 and no interest or late fees will be assessed by ProFirst for up to 60 days.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

John Pallas

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

LaVergne Police Department / Deputy Chief



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: First Reading - **Ordinance #2024-01** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18P, Group C, Parcels 5 and 5.01, Consisting of Approximately 0.83 Acres, Located at 512 and 516 Old Nashville Highway, From a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2024-01

Summary:

This is an ordinance to rezone the properties located at 512 and 516 Old Nashville Highway from R-2 to C-3.

Background Information:

The applicant is requesting to rezone approximately 0.83 acres from R-3 (High Density Residential) to C-3 (Neighborhood Service Business District). The property is located at 512 & 516 Old Nashville Highway near Chaney Blvd. Per the applicant, the purpose of the rezoning is to be able to pursue the development of a market or retail store. There is no formal plan offered at this time.

The main zoning in the area is R-1, R-2 and R-3. There is scattered C-2 along the entire Old Nashville corridor. C-3 exists at main intersections, and this is a very busy intersection. The property that borders this site on the southeast is R-1. The

property to the north is also zoned R-1 (Low Density Residential). C-2 zoning exists almost directly across the street to the north and slightly west.

Financial Summary:

Revenues: The city could possibly receive additional impact fees and property taxes from any buildings that might be built on the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2023-21

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 18P, GROUP C, PARCELS 5 AND 5.01, CONSISTING OF APPROXIMATELY 0.83 ACRES, LOCATED AT 512 AND 516 OLD NASHVILLE HIGHWAY, FROM A R-3 (HIGH DENSITY RESIDENTIAL) ZONING DISTRICT TO A C-3 (NEIGHBORHOOD SERVICE COMMERCIAL) ZONING DISTRICT.

WHEREAS, a request has been made by Rafik Aleshaa, to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on November 28, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 18P, Group C, Parcels 5 and 5.01 from a R-3 (High Density Residential) Zoning District to a C-3 (Neighborhood Service Commercial) Zoning District. This property consists of approximately 0.83 acres and is owned by Rafik Aleshaa and Cristen Youssef who submitted application #ZR-2023-04 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee
5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne requires the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names and addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2023-04
(Assigned by the City Recorder)

Date Submitted: OCT. 25, 2023

SECTION 1 - Applicant Information (Any Correspondence from the City will be addressed to the applicant.)

☒ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: Rafik Aleshaa Phone #: 615 710 7283

Business: _____ E-Mail: ~~eshaa~~ Neighborhood Market 20

Address: 2101 oaksprings place Best Way to Contact: phone / mail
(Mail, E-Mail, Phone)

City: Mt. Juliet State: TN Zip: 37122

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
188	5.0	R-3	C-3	1.0	Rafik Aleshaa
188	5.01	R-3	C-3	1.0	Rafik Aleshaa

*** Reason for Rezoning must be included on an attached sheet.

Project Name: 512 & 516 old Nashville Hwy Laverne TN 37086

Project Address: 512 & 516 old Nashville Hwy Laverne TN 37086

Existing Land Use: _____

Proposed Land Use: _____

Total Acreage of Project / Rezoning: _____

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

Applicant's Signature:  Date: 10/25/23

CITY OF LA VERGNE
PLAN REVIEW APPLICATION

Project Name: S12 & S16 For Staff Use Only Date: OCT. 25, 2023 Fee: _____

Please submit Application Forms in person to the
City of La Vergne Codes Building Front Desk/City Planner

Project Name: S12 & S16 Old Nashville Hwy La Vergne TN 37086

Project Address: S12 & S16 Old Nashville Hwy La Vergne TN 37086

Land Use Existing: _____

Land Use Proposed: _____

Existing Zoning District _____

Tax Map(s) & Parcel Number(s): _____

Check one or more of the following:

- ☐ Concept Plan for Major Subdivision
- ☐ Preliminary Subdivision Plat for Minor Subdivision
- ☐ Preliminary Subdivision Plat for Major Subdivision
- ☐ Final Subdivision Plat for Minor Subdivision
- ☐ Final Subdivision Plat for Major Subdivision
- ☐ Final Subdivision Plat for Condominium

- ☐ Site Plan
- ☐ Variance*
- ☒ Rezoning*
- ☐ Road or alley abandonment
- ☐ Special Exception*

*These requests require an additional application form.

******NOTE: A letter explaining the proposal must accompany all requests.******

Environmental Constraints on Site?

- | | | |
|---|-----|----|
| 1. Are there slopes of 12-20% or greater on site? | Yes | No |
| 2. Is the development located in a local regulatory flood plain/zone? | Yes | No |

Engineer/Designer (if applicable) N/A Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail: _____

Attorney (if applicable) N/A Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

City of La Vergne Planning Department
5089 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-213-2624 Fax: 615-213-8692

Contact PersonPrint Name Rafik AleshaaAddress 2101 oaksprings place Mt Juliet, TN Zip Code 37122Daytime Phone 615 710 7283 Fax _____ E-mail Neighborhood Market 2@yahoo.com

The undersigned has read the application associated with the above listed review request and is familiar with the information submitted herewith. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned warrants their authority to bind the owner and to subject the property to restrictions and conditions that may be attached to the proposed development.

Applicant (if other than owner)

Print Name _____ Signature _____

Address _____ Zip Code _____

Daytime Phone _____

Owner(s)Print Name Rafik Aleshaa Signature [Signature]Address 2101 oaksprings place Mt Juliet, TN Zip Code 37122Daytime Phone 615 693 8795Print Name Cristen Yousset Signature [Signature]Address 2101 oaksprings place Mt Juliet, TN Zip Code 37122Daytime Phone 615 710 7283

Certification Statement

I hereby certify that Cristen Youssef is the owner of the property located at 512 1/2 516 Old Nashville Hwy. La Vergne TN 37086 which is the subject of this application, and that I, _____, in my capacity as _____, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken hereon being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.

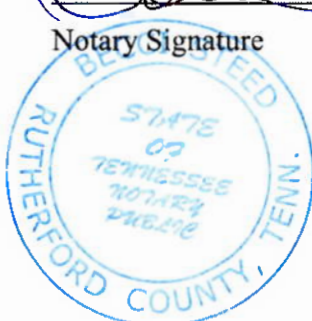
[Signature]
Signature

10/27/23
Date

Cristen Youssef (owner)
Printed Name and Title

Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.

[Signature]
Notary Signature

A circular notary seal for Rutherford County, Tennessee. The outer ring contains the text "RUTHERFORD COUNTY, TENN.". The inner circle contains the text "STATE OF TENNESSEE" and "NOTARY PUBLIC".

10/27/23
Date

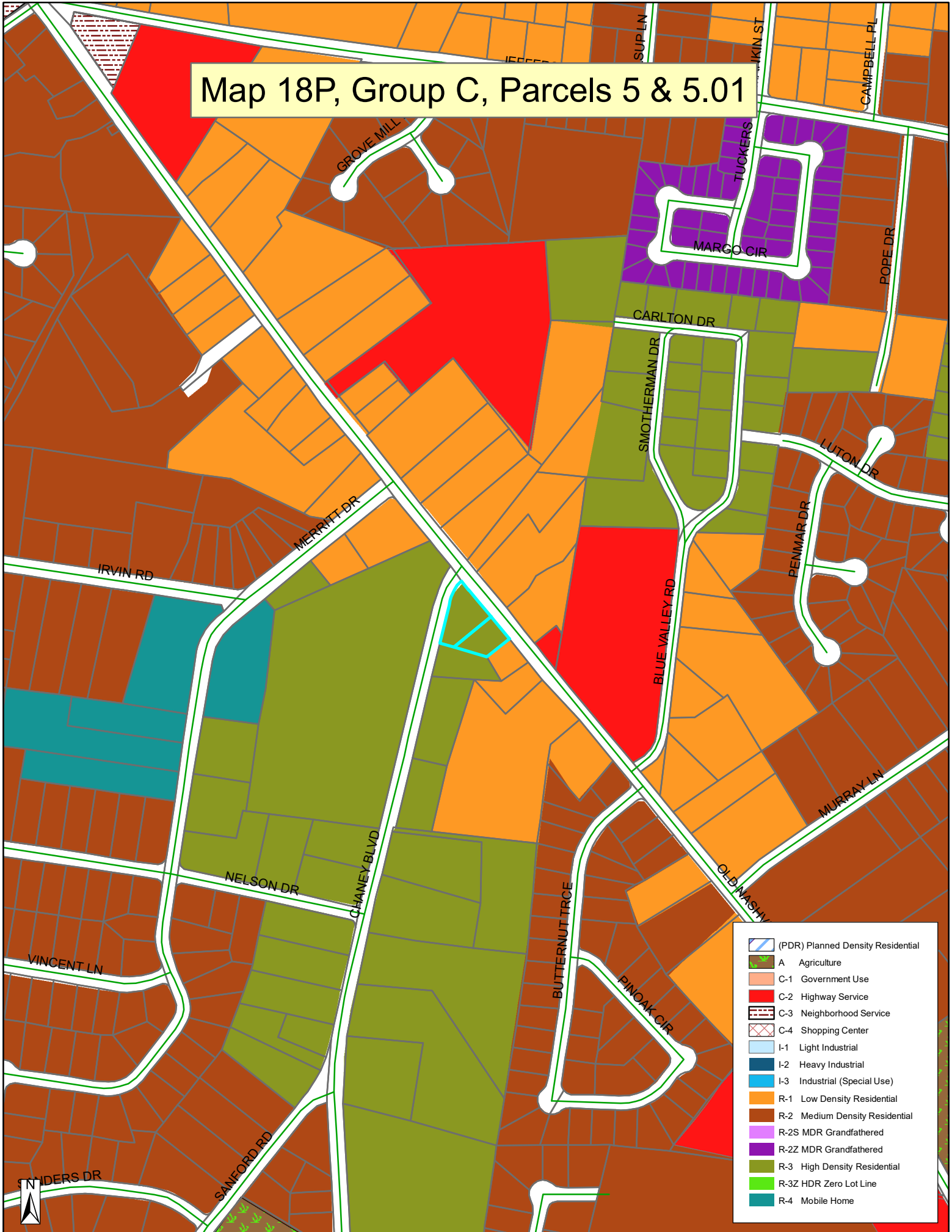
Map 18P, Group C, Parcels 5 & 5.01



Map 18P, Group C, Parcels 5 & 5.01



Map 18P, Group C, Parcels 5 & 5.01









AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: First Reading - **Ordinance #2024-02** - An Ordinance to Amend Article IV, Section 4.010 of the La Vergne Zoning Ordinance Regarding Off-Street Parking Requirements. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2024-02

Summary:

This is an ordinance to amend the parking requirements for residential off-street parking requirements.

Background Information:

Currently the residential household parking requirements are three (3) spaces per dwelling unit for all dwellings. The proposed requirements for all dwellings except for a gated apartment complex with a minimum of 50 units is still three (3) spaces per dwelling, but the requirements for a gated apartment complex with a minimum of 50 units is lower.

For a one bedroom apartment, 1.75 spaces shall be provided per unit with any fraction of a space rounded up to the next highest number. For each apartment that has two or more bedrooms, the requirement will be 1.1 spaces for each bedroom with any fraction of a space rounded up to the next highest number. This will put us more in line with what other municipalities around us require.

After several months of review and discussion, on November 28, 2023, the Planning

Commission sent a favorable recommendation to the Board of Mayor and Aldermen that this change be made to our Zoning Ordinance.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2024-02

AN ORDINANCE TO AMEND ARTICLE IV, SECTION 4.010 OF THE LA VERGNE ZONING ORDINANCE REGARDING OFF-STREET PARKING REQUIREMENTS.

WHEREAS, the following changes have been reviewed and recommended by the La Vergne Planning Commission; and,

WHEREAS, a public hearing thereon has been held as required by law; and,

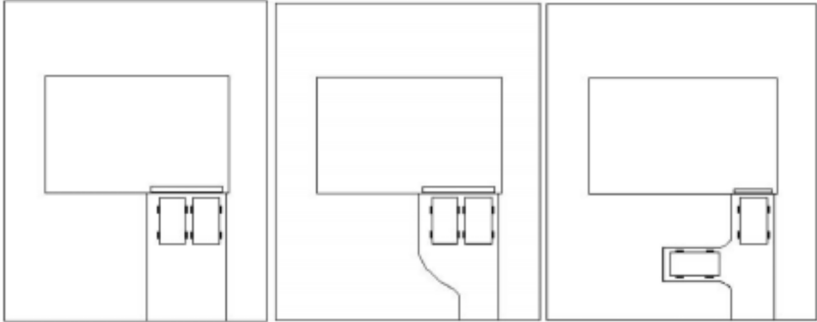
WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

NOW, THEREFORE BE IT ORDAINED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN:

That the Zoning Ordinance of La Vergne, Tennessee, is hereby amended as follows:

SECTION I. Amend Article IV, Section 4.010, Off-Street Parking Requirements, by adding the language as follows to the Residential Household Living Section of the Parking Ratio Table:

RESIDENTIAL Household Living		
	All Dwellings Except a Gated Apartment Complex with a Minimum of 50 units	Three (3) spaces per dwelling unit. All residential Driveways shall be constructed to allow for simultaneous alternate ingress and egress for two (2) vehicles. See Figures 4.1 through 4.3 below. The minimum width for a residential driveway shall be 14 feet. If a garage is utilized the garage may be used to account for a maximum of one parking space.

<u>Figure 4.1</u> <u>Figure 4.2</u> <u>Figure 4.3</u>  <u>Above are some examples of simultaneous alternate ingress and egress.</u>		
	Gated Apartment Complex with a Minimum of 50 Units	a. For each dwelling unit with 1 bedroom, 1.75 spaces shall be provided with any fraction of a space rounded to the next higher number. b. For each dwelling unit with 2 or more bedrooms, 1.1 spaces shall be provided for each bedroom with any fraction of a space rounded to the next higher number.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. This Ordinance shall take effect immediately upon final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: **Resolution #2024-01** - A Resolution to Accept Phase 1 of the Carothers Crossing Subdivision. (Received a favorable recommendation from the Planning Commission on November 28, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Resolution #2024-01

Summary:

This resolution will formally accept Phase 1 of the Carothers Crossing Subdivision.

Background Information:

The developer has requested that this phase be accepted by the city. On November 28, 2023, the Planning Commission sent a favorable recommendation to the Board of Mayor and Alderman that this request be approved. If this resolution is approved, the developer will have to submit a form of irrevocable dedication and a one-year maintenance bond within 15 days of BOMA approval.

Financial Summary:

At this time, there is no financial impact to the city. Once the one-year maintenance period ends, the city will be required to maintain the infrastructure included in this subdivision.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-01

A RESOLUTION TO ACCEPT PHASE 1 OF THE CAROTHERS CROSSING SUBDIVISION.

WHEREAS, the City of La Vergne Planning Commission has approved the preliminary and / or final plats for the following subdivision: Carothers Crossing Subdivision, Phase 1; and

WHEREAS, the City of La Vergne Planning Commission, on November 28, 2023, made a favorable recommendation to the Board of Mayor and Aldermen that this subdivision phase be accepted; and

WHEREAS, this subdivision phase has been built and all public improvements have been inspected to ensure that it has been built according to the plans approved by the Planning Commission.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN:

SECTION 1. That Phase 1 of the Carothers Crossing Subdivision, and it's public improvements be accepted by the City of La Vergne, subject to the Form for Offer of Irrevocable Dedication being approved by the city attorney as to legal form and recorded at the Rutherford County Register of Deeds office within 15 days following the passage of this resolution; and subject to revised letters of credit for the one year maintenance bond being submitted to the City within 15 days following the passage of this resolution.

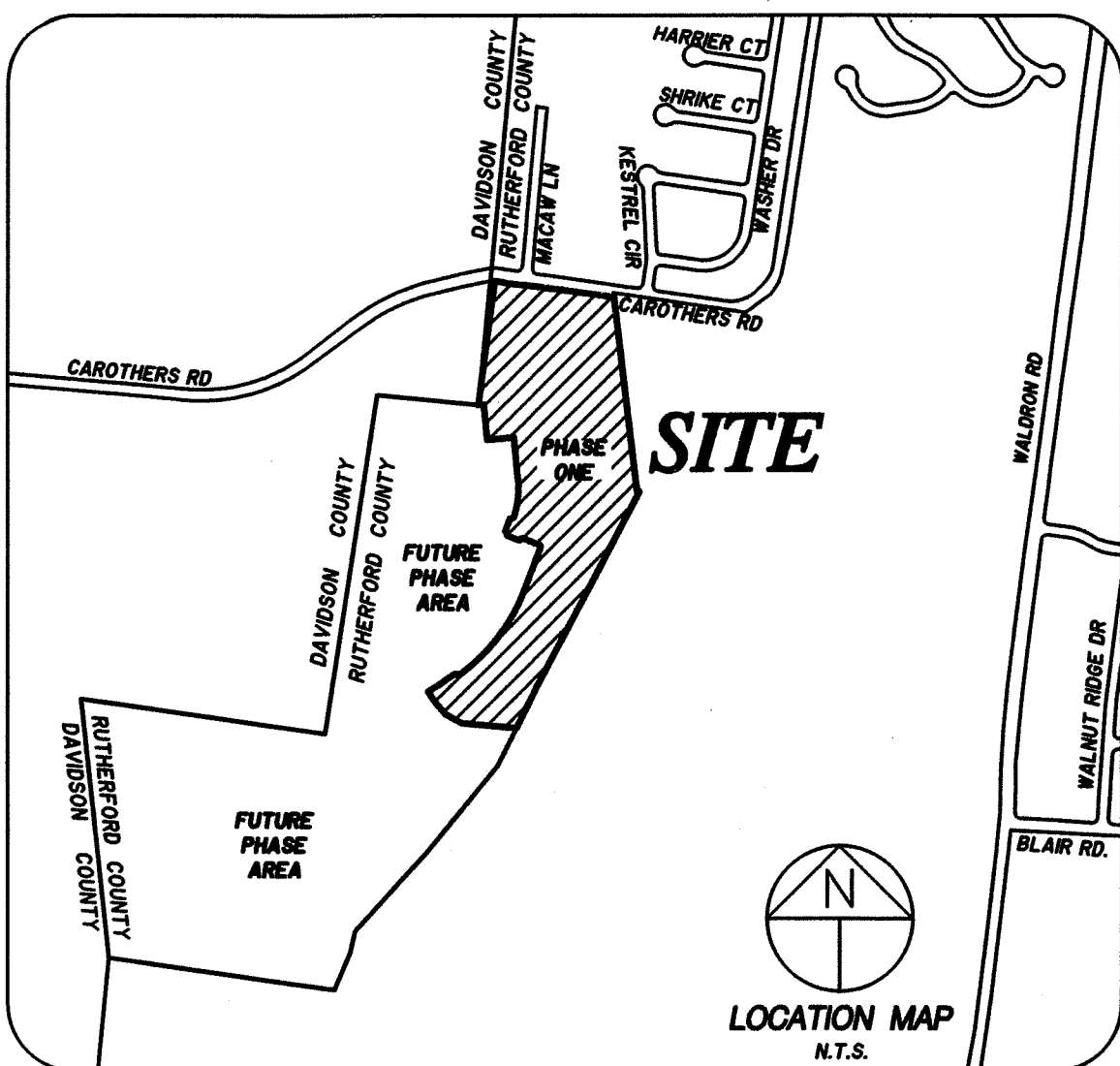
SECTION 2. This resolution shall take effect immediately, the public welfare requiring it.

Resolved this the 4th day of January, 2024.

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN BOOK NUMBER 1316, PAGES 3952 AND 3994, RUTHERFORD COUNTY REGISTERS OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND THAT OFFERS OR IRREVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES, AND OTHER FACILITIES HAVE BEEN FILED.

DATE 12-10-2020 NAME Kevin Martin
MAP 29, PARCEL 29.00
RECORD BOOK 1737, PAGE 3857

KEVIN MARTIN, MANAGING MEMBER
BURKITT HILLS INVESTMENT GROUP, LLC

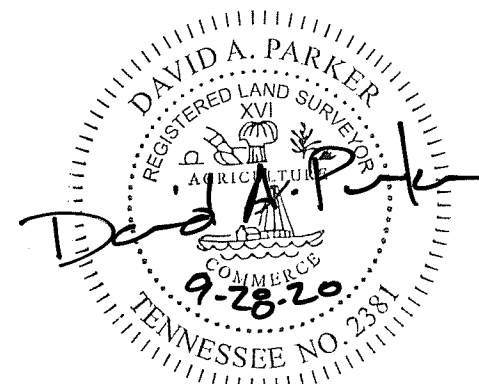
CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF AN URBAN LAND SURVEY, CATEGORY "1", AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS FOR THE STATE OF TENNESSEE, AND THAT THE RATIO OF PRECISION IS GREATER THAN 100,000.

DATE 9-28-20 NAME David A. Parker
TENN. R.L.S. NO. 7381

REGISTERED LAND SURVEYOR

GREENBANK
MAP 188, PAR. 177.00
INST# 20100326-0022858, R.O.D.C.



CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I HEREBY CERTIFY THAT THE SEWER SYSTEMS OUTLINED OR INDICATED ON THE SUBDIVISION FINAL PLAT ENTITLED "CAROTHERS CROSSING, PHASE 1" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE 2-1-21 NAME Al U

AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE LAVERGNE SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE 2/2/21 NAME Al U

SECRETARY, PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM(S) OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "CAROTHERS CROSSING, PHASE 1" HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS, OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED TO GUARANTEE SAID INSTALLATION.

DATE 2-1-21 NAME Al U

AUTHORIZED APPROVING AGENT

CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING

I HEREBY CERTIFY (1) THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF THE LAVERGNE SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE 2-1-21 NAME Al U

SECRETARY, PLANNING COMMISSION

GENERAL NOTES

1. THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 90 SINGLE FAMILY LOTS AND 2 COMMERCIAL LOTS.
2. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO RUTHERFORD COUNTY CONTROL POINT RCC-01 (NAD 83-96).
3. THIS PROPERTY LIES WITHIN ZONE X, PER FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 47149C0105H, EFFECTIVE DATE: JANUARY 5, 2007.
4. PARCELS MAY BE SUBJECT TO ADDITIONAL ESMY'S AND/OR RESTRICTIONS, BY RECORD OR PRESCRIPTION, THAT A COMPLETE TITLE SEARCH MAY REVEAL.
5. PROPERTY IS ZONED PDR (LOW DENSITY RESIDENTIAL). MINIMUM SETBACK REQUIREMENTS ARE: FRONT - 10 FT. - SIDE - 5 FT. - REAR - 22 FT.
6. FOR EACH LOT SHOWN ON THIS PLAT, THERE SHALL BE PLANTED A MINIMUM OF ONE CANOPY TREE OF AT LEAST 2" CALIPER AND ONE UNDERSTORY TREE OF AT LEAST 1" CALIPER. THE TYPE OF TREE IS TO BE DETERMINED BY THE CITY OF LAVERGNE WITH THE DEVELOPER.
7. ALL CRITICAL LOTS (WITH 15% SLOPES OR GREATER), ARE DENOTED WITH AN ASTERISK. ENGINEERED PLOT PLANS ARE REQUIRED FOR THESE LOTS PRIOR TO OBTAINING A BUILDING PERMIT.
8. ALL COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. DEVELOPER IS RESPONSIBLE FOR THE INSTALLATION OF STREET LIGHTS. STREET LIGHTS SHALL BE LOCATED NO MORE THAN 300 FEET APART.

OWNER/DEVELOPER:
BURKITT HILLS INVESTMENT GROUP, LLC
105 WESTPARK DR.
BRENTWOOD, TN 37027

FLOODPLAIN NOTE:
THIS SITE LIES WITHIN ZONE X, PER F.E.M.A. FIRM MAP 47149C0105H, DATED JANUARY 05, 2007.

LAND DATA:
ZONING: PDR
PHASE 1: 92 LOTS ON 22.59+ AC.
90 RESIDENTIAL LOTS
2 COMMERCIAL LOTS

BUILDING SETBACKS:
FRONT: 10'
SIDE: 5'
REAR: 22'

DEED REFERENCE:
TAX MAP 29, PARCEL 29.00
DEED BOOK 1737, PAGE 3857
RUTHERFORD COUNTY REGISTER OF DEEDS.

CADENCE BANK
MAP 188, PAR. 186.00
INST# 2010121-0091213, R.O.D.C.

DAVIDSON COUNTY
LA VERGNE CITY LIMITS
RUTHERFORD COUNTY

REMAINDER OF
MAP 29, PARCEL 29.00
BURKITT HILLS INVESTMENT GROUP, LLC
R.B.K. 1737, PAGE 3857
ZONED PDR

CADENCE BANK
MAP 188, PAR. 12.00
INST# 2009121-013410, R.O.D.C.

DAVIDSON COUNTY
RUTHERFORD COUNTY

DAVIDSON COUNTY
LA VERGNE CITY LIMITS
RUTHERFORD COUNTY

REMAINDER OF
MAP 29, PARCEL 29.00
BURKITT HILLS INVESTMENT GROUP, LLC
R.B.K. 1737, PAGE 3857
ZONED PDR

CADENCE BANK
MAP 188, PAR. 12.00
INST# 2009121-013410, R.O.D.C.

DAVIDSON COUNTY
LA VERGNE CITY LIMITS
RUTHERFORD COUNTY

MACAW LANE
BROOKSIDE
PHASE I
FB. 29
PAGE 89
R.O.R.C.

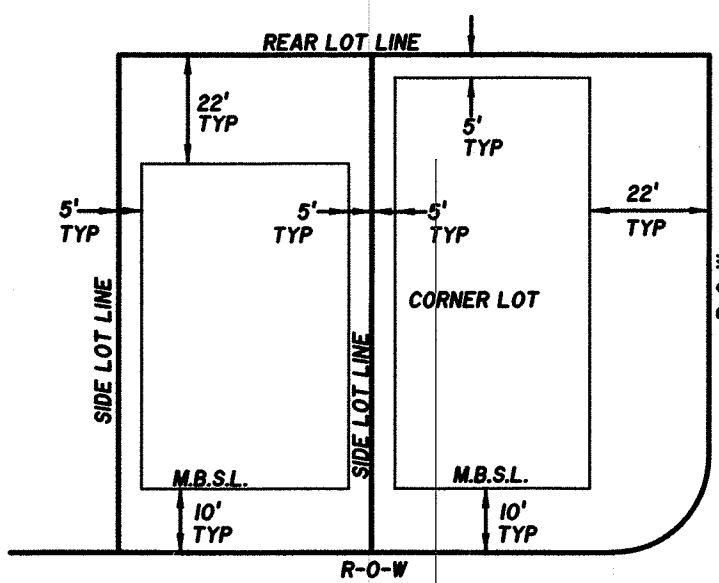
KESTREL CIRCLE
WASHER DR

NORMAN DAVIDSON
MAP 29, PAR. 30.00
DB. 204, P. 215,
R.O.R.C.

PAULETTE PAINTER
MAP 29, PAR. 41.01
RB. 295, P. 1013, R.O.R.C.

MAP 29 PARCEL 41.02
BBF VENTURE
RB 1410, PG 2415
ZONED: R-1

BBF DEVELOPMENT LLC
MAP 32, PAR. 2.06
RB. 1316, PAGE 3955



TYPICAL MINIMUM BUILDING SETBACKS
N.T.S.

LEGEND

- IRON PIN (FOUND)
- IRON PIN SET (NEW)
- CONC. MONUMENT (FOUND)
- WATER LINE w/FIRE HYD. & BLOW OFF VALVE
- SEWER LINE w/MANHOLE

Heather Dusharn, Register
Rutherford County Tennessee
Rec'd: 1034569
State: 45.00 Instrument #: 2337908
Clerk: 0.00
Other: 0.00
Total: 47.00
2/4/2021 at 9:40 AM
Plat Cabinet 45 Pgs 18-20

I hereby certify that this plat has been reviewed and payment received for the Rutherford County Development Tax.
Tax Certificate No. 2829
Rutherford County Regional Planning Commission

FINAL PLAT

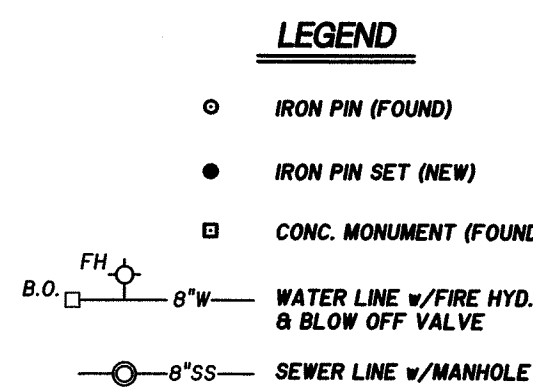
PHASE 1 CAROTHERS CROSSING SUBDIVISION

CITY OF LAVERGNE, TENNESSEE
3rd CIVIL DISTRICT, RUTHERFORD COUNTY

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 18038	DATE: 05-31-2020 REV: 6-22-2020	FILE: CAROTHERS CROSSING-PH1	DRAWN BY: ATS	SCALE: 1" = 200'	SHEET 1 OF 3
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CURVE	DELTA	ANGLE	RADIUS	ARC LENGTH	TANGENT	COR BEARING	COR ID
C1	00°00'00"	903.56	1.86	1.76	N79°59'00"	1	1
C2	00°00'00"	903.56	1.86	1.76	N79°59'00"	1	1
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C149							

[illegible]

**OPEN SPACE AND
RIGHT-OF-WAY AREA TABLE**

AREA	SQ. FEET	ACRES
OPEN SPACE	335,516	7.70
RIGHT-OF-WAY DED.	21,079	0.48
RIGHT-OF-WAY	221,415	5.08

PROJ. # 18038	DATE: 05-31-2020 REV: 6-22-2020	FILE: CAROTHERS CROSSING-PHI	DRAWN BY: ATS	SCALE: 1" = 50'	SHEET 3 OF 3
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AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Resolution #2024-02 - A Resolution to Amend the Employee Handbook.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Resolution #2024-02

Summary:

This is a resolution to amend the Employee Handbook relating to the Dayforce HRIS System and Guidelines.

Background Information:

Last month, the Board approved multiple changes to the entire handbook, which included the new chapter about the Dayforce Human Resource System and Guidelines for its use. Since that approval, staff realized that additional changes were needed to make the system easier to use and more flexible for the employees.

Those changes are in this amendment and can be discussed at the workshop on Tuesday. The effective date of this change is retroactive to December 23, 2023, which is when the new Dayforce system started being used by everyone.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2024-02

A RESOLUTION TO AMEND THE EMPLOYEE HANDBOOK

WHEREAS, the Board of Mayor and Aldermen of the City of La Vergne has determined that the Employee Handbook needed to be updated in order to establish a safe, efficient and cooperative working environment; to establish the responsibilities and level of performance expected of all city employees; and to explain benefits provided to city employees; and

WHEREAS, the La Vergne Municipal Code requires that the Board of Mayor and Aldermen approve any amendments to the Employee Handbook by resolution; and

WHEREAS, changes to the Employee Handbook are deemed to be in the best interest of the city.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of La Vergne that:

Section 1. Chapter 16 of the Employee Handbook is hereby deleted in it's entirety and replaced with the following:

Chapter 16 - Dayforce Human Resource System & Guidelines

The City of La Vergne is committed to accurate and accountable timekeeping for all employees. We utilize the Dayforce (DF) program for our timekeeping needs. The use of DF is **mandatory** for all employees, and it is important to understand and follow the policies associated with this program.

16.1. CLOCK-IN

All employees are required to utilize DF to clock in at their scheduled work time. Employees can clock in up to five (5) minutes prior and five (5) minutes after their scheduled shift start time . When an employee clocks in within this window, DF will record the employee as being on time, with payment commencing at the scheduled shift start time.

Example: An employee is scheduled to start at 8:00 AM and clocks in at 7:55 AM. DF will record this employee as starting on time at 8:00 AM.

Example: An employee is scheduled to start at 8:00 AM and clocks in at 8:05 AM. DF will record this employee as starting on time at 8:00 AM.

If an employee clocks in between six (6) and fifteen (15) minutes after their scheduled shift start time, a grace exemption period will apply before the employee is considered late. During this grace period, payment will start from the actual clock-in time.

Example: An employee is scheduled to start at 8:00 AM and clocks in at 8:12 AM. This employee will be paid from 8:12 AM, but they will not be marked as late if the employee has not exhausted their four (4) exemptions that quarter.

Each employee is allocated a maximum of four (4) grace period exemptions per quarter. These exemptions permit the employee to clock in within the six (6) and fifteen (15) minute grace period without being marked as late.

Once an employee has used all four (4) grace period exemptions in a quarter, any subsequent late clock-ins within the same quarter will escalate through performance feedback as defined in Section 13.2 of this handbook.

It is the responsibility of each employee to ensure they are accurately clocking in and out of DF. Failure to do so may result in disciplinary action.

16.2. MEAL BREAK

In compliance with Tennessee State Law (Tenn. Code Ann. § 50-2-103 (h)), all hourly (non-exempt) employees are mandated to take a thirty (30) minute off-the-clock break during their normal workday. The use of the DF timekeeping program is essential in accurately recording these meal breaks.

1. Employees will initiate their meal break on DF by clicking the "Meal Start" button at the beginning of their break.
2. Upon returning from their meal break, employees should log back into DF and click the "Meal End" button.
3. The DF system will not permit the employee to check back in from the meal break until exactly thirty (30) minutes have passed. Employees can clock in up to five (5) minutes after their scheduled meal end time, and will round back to a 30-minute meal break.
4. Employees who combine their morning and afternoon paid breaks into their meal breaks need to follow the same guidelines as above, however, the additional thirty (30) minutes would be on-the-clock.

Any failure to follow these meal break procedures will be addressed according to the performance feedback as defined in Section 13.2 of this handbook.

16.3. CLOCK-OUT

All employees must clock out using the DF program at the conclusion of their workday. The time at which an employee clocks out is considered the actual end of their shift for pay calculation purposes.

1. There is no grace period associated with clocking out. If an employee clocks out before their scheduled end time, their pay will be reduced accordingly.

Example: An employee's schedule concludes at 5:00 PM. The employee clocks out at 4:54 PM. As there is no grace period for clocking out, this employee will have six (6) minutes deducted from their paid time for that shift.

2. Flexing time, or the practice of adjusting start and end times within the same workday, is not permitted without prior permission from a supervisor, according to Section 8.3 of the employee handbook.

Any instances of unauthorized flexing will be addressed according to the performance feedback as defined in Section 13.2 of this handbook.

16.4. EXCEPTIONS

In the context of this policy, an exception refers to any deviation or departure from the standard scheduled workday as outlined in the preceding sections of this handbook addition.

1. Exceptions can encompass a range of situations, such as technical issues with the DF system, unavoidable delays in clocking in or out, or circumstances that necessitate a shift in schedule.
2. All exceptions will be automatically reported to the supervisor immediately through DF. The supervisor, in turn, will review the exception and take appropriate action.
3. It is important to note that exceptions are not inherently negative. Rather, they serve to accurately reflect any irregularities in an employee's workday and ensure fair and accurate pay.
4. Despite this, recurrent exceptions, especially without valid justification, can indicate an issue with time management or policy adherence and will be addressed according to the performance feedback as defined in Section 13.2 of this handbook.

Example: An employee clocks in 20 minutes before their scheduled shift. DF will flag this punch as an exception given that it is outside of the allowed grace period and/or scheduled shift. The supervisor will then conduct a seek-to-understand conversation with the employee and take any appropriate action in DF while following any progressive feedback as outlined in Section 13.2 of this handbook.

16.5. MISSED PUNCH

Occasionally, an employee may forget to clock in or out, resulting in a "Missed Punch" in the DF system. This term refers to any instance where an employee fails to properly record their start time, end time, or meal breaks.

1. A missed punch is considered an exception, and it will automatically trigger a notification to the employee's supervisor.
2. Employees are permitted to correct a missed punch directly in the DF system. When making a correction, employees must add a comment explaining why the missed punch occurred.
3. This correction will flag an exception in the system and notify the supervisor, who is responsible for reviewing and approving the correction. This exception flag serves to ensure transparency and accountability.
4. Repeated instances of missed punches may be a sign of negligence or policy non-compliance and will be addressed according to the performance feedback as defined in Section 13.2 of this handbook.

16.6. ACCESSING THE DF TIMECLOCK

The DF timekeeping system is designed to be accessible and convenient for all employees. The following outlines how employees can access the DF timeclock:

1. DF Mobile App: Employees can download the DF app on their personal or city-issued phones. The app provides full access to the DF dashboard, including timekeeping features. The use of the DF app on your personal phone does not subject you to the Tennessee Open Records Act because your activity is stored in the DF system and not on your personal phone.
2. DF Web Portal: The DF system can be accessed on any desktop computer or laptop by visiting the DF web portal. This can be done on both personal and city-issue devices.
3. Tablets: Installed tablets are available near the entry areas of all city buildings. These are preloaded with the DF system for easy access.

When accessing the DF system, employees are required to log in using their unique four (4) digit employee ID number and a self-created password. The employee ID number and initial password setup will be facilitated through a first-time access email provided by HR.

For security reasons, it is crucial to log out of the DF system when using a shared device. Leaving a profile logged in could allow unauthorized access to sensitive personal and employment information. Employees are expected to practice responsible digital habits, including logging out of their DF profile when finished using the system.

16.7. PHYSICAL WORK LOCATIONS

Every employee in the City of La Vergne is pre-assigned a physical work location within the DF system. This location corresponds to the department or building where the employee is scheduled to perform their duties.

Example: An employee who works in Water Maintenance Department will have their work location recorded in the DF system as Public Works, 148 International Blvd.

1. All employees are expected to clock in and out of their assigned physical work location. This helps ensure accuracy and fairness in our timekeeping system.
2. If an employee clocks in or out from a location other than their assigned work location, the DF system will detect this as a non-location-based punch. Any such punches require prior authorization from the employee's supervisor.
3. If unauthorized non-location-based punches are detected, employees should expect to receive feedback according to the performance feedback as defined in Section 13.2 of this handbook. Repeated occurrences may be considered a serious violation of policy and can lead to escalated disciplinary measures.
4. Exceptions to the assigned work location rule may be made for employees who are working "on-call" or are called into work due to special circumstances. In such cases, employees will be permitted to clock in or out from a non-location-based access point. When making these exceptions, employees must add a comment to the punch explaining the nature of their unassigned schedule punch.

16.8. USE OF LEAVE TIME IN DF

Managing leave time is an important part of employee responsibilities. The DF system facilitates this process by allowing employees to submit requests for leave directly through the DF dashboard.

1. To request leave, employees should click on the "Time Away" button from the DF dashboard. They will then select the type of leave requested. Options include Comp, Annual, PTO, Sick, FMLA, Bereavement, Jury Duty, and Kelly Day.
2. Supervisors will receive a notification when an employee submits a leave request. They are responsible for reviewing and either approving or declining these requests. The decision will be reflected in the DF system, and the employee will receive a notification regarding the status of their leave request.
3. Requests for annual leave must be submitted with a minimum of 24 hours' notice.
4. Under Section 10.4 (E) of the employee handbook, if an employee takes sick leave for more than two consecutive days, a doctor's note must be submitted to HR.
5. If an employee wishes to modify or cancel a leave request, they may do so via the same DF system path they used to submit the request.

16.9. BENEFIT ENROLLMENT

The DF system is integral to managing your benefits as a City of La Vergne employee. You are required to use the DF system for benefit enrollment, or when you wish to make changes to any city-offered benefits. These instances generally occur during one of two times:

1. **Open Enrollment:** This is an annual period when you can elect or modify your benefit choices. During this time, you can select health, dental, vision, or any other city-offered insurance and benefits.
2. **Qualified Life Events:** These are certain life events that allow you to make changes to your benefits outside of the open enrollment period. Employees have thirty (30) days from the effective date to make the change. Common qualified life events include marriage, birth of a child, divorce, loss of other health coverage, or certain changes in employment status.

To enroll or make changes, you will need to access your DF dashboard and follow the prompts for benefit enrollment or changes. Please remember that the appropriate documentation may be required to confirm your eligibility for certain benefits or changes.

16.10. PERSONAL INFORMATION

Maintaining accurate personal information is essential for ensuring effective communication, accurate tax forms, emergency response, and other employment-related needs. As an employee of the City of La Vergne, you are responsible for keeping this information current.

1. The DF portal is the primary platform for updating and maintaining all your personal information related to your employment. This includes but is not limited to, your mailing address, tax information (W-4 forms), emergency contact information, and any other city-required documentation.
2. To update your personal information, log in to your DF dashboard and navigate to the section designated for personal information. Follow the prompts to make any necessary updates or changes.
3. It's important to update this information promptly when any changes occur. This helps ensure that you receive all relevant communications and that your employment records are kept accurate and up to date.

16.11. PAYROLL & DAYFORCE WALLET

The DF portal serves as your central hub for all payroll-related matters. This includes accessing pay stubs, reviewing your pay history, and managing your direct deposit settings.

1. To review pay stubs and pay history or make changes to your direct deposit settings, log into your DF dashboard and navigate to the payroll section. Follow the prompts to view your pay information or update your direct deposit details.
2. In addition to these standard payroll features, DF offers a unique program called "Dayforce Wallet." This feature allows employees to request a no-fee cash advance on their next payroll check. Please note, this is an optional feature and should be used responsibly. Any advances you request will be fully deducted from your subsequent regular paycheck.

3. The funds associated with Dayforce Wallet are not provided by the City of La Vergne and are processed internally by Ceridian. The city has no control over these transactions, nor does it bear any responsibility for repayment.

16.12. REVIEWING YOUR TIME SHEET

Accurate scheduling and timekeeping are essential for smooth operations at the City of La Vergne. The DF system enables employees to review their work schedules and timesheets conveniently.

1. Employees can log into DF at any time to review their posted schedule and check their timesheets. This allows employees to manage their time effectively and ensures that they are aware of any schedule changes.
2. Supervisors bear the responsibility for maintaining accurate and up-to-date schedules for each of their direct reports. This includes promptly updating schedules to reflect any changes or adjustments.
3. Employees are responsible for clocking in and out according to their assigned schedule. This contributes to accurate timekeeping and payroll calculations.
4. In addition to adhering to their schedule, employees are also responsible for the accuracy of their timesheets. This includes verifying their clock-in and clock-out times and ensuring that any leave or other time off is correctly recorded.

Section 2. All prior versions of the City's Personnel Rules and Regulations and any amendments thereto are hereby superseded and rescinded.

BE IT FURTHER RESOLVED that this Resolution shall be effective December 23, 2023.

Adopted and approved this 4th day of January, 2024.

CITY OF LA VERGNE, TENNESSEE

Mayor

ATTEST:

City Recorder



City of La Vergne

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Website: www.LaVergneTN.gov

M E M O

DATE: DECEMBER 29, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: BEER BOARD

Beer Board

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed	Term Expires
Jennifer Maxey - Chairman	August 2020	December 31, 2025
Kevin Oliver - Vice-Chairman	August 2022	December 31, 2022
Dana Blair	November 1994	December 31, 2024
Becky Pollock	July 2021	December 31, 2022
Vacant (Anthony Honeycutt)		December 31, 2023

We have a vacancy on the Beer Board due to the resignation of Anthony Honeycutt. We have been advertising this position on Channel 3 and on Social Media, but have not received any additional applications. If I do not receive any applications by Thursday, January 4, 2024, I will remove this item from the agenda.



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M E M O

DATE: DECEMBER 29, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: HISTORICAL PRESERVATION ADVISORY COMMITTEE

Historical Preservation Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires
Alderman Dennis Waldron - Chairman	May 2021	Term of Office
Susan Anthony	February 2021	December 31, 2024
Hannah Baker	August 2023	December 31, 2026
Rhonda Umphrey	January 2020	December 31, 2023
Tony Vanatta	March 2014	December 31, 2025

The term for Rhonda Umphrey expired on December 31, 2023. We have contacted her and she would like to stay on this committee. We have been advertising this position on Channel 3 and Social Media, but have not received any applications.

Current Applicant:

- Rhonda Umphrey



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M E M O

DATE: DECEMBER 29, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE E. RICHARDSON

RE: LIBRARY BOARD

Library Board
Appointed by Council - 3 year terms

Name	Appointed:	Term Expires:
Jason Cole (BOMA)	December 2022	December 31, 2024
Leslie Ballard	February 2023	December 31, 2025
Carissa Benton	November 2022	December 31, 2024
Dr. Martin Burgess	December 2021	December 31, 2023
Kayla Koester	January 2023	December 31, 2025
Lacey Lantz	February 2023	December 31, 2025
Vacant (Kemishia Sadler)		December 31, 2023

The terms for Dr. Martin Burgess and Kemishia Sadler expired at the end of December. Dr. Burgess wants to stay on this committee. Kemishia Sadler has come off of this board. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications.

Current Applicant:

- Dr. Martin Burgess



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M E M O

DATE: DECEMBER 29, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: LOCAL EMERGENCY PLANNING COMMITTEE

Local Emergency Planning Committee		
Appointed by Mayor; Confirmed by Council - 4 Year Terms		
Name	Appointed	Term Expires
Carol Haas - Chairman (BOMA)	December 2022	Term of Office
Ronny Beasley - LFD	July 2020	December 31, 2025
Marty Blair - Rescue Unit	January 2023	December 31, 2026
Curtis Brinkley - LFD	February 2019	December 31, 2025
Christopher Buck - Box 100	June 2021	December 31, 2024
Daniel Campbell - WTP	November 2018	December 31, 2026
Chris Clark - R.C.E.M.A.	June 2020	December 31, 2024
Christopher Cunningham - Env. Specialist	November 2020	December 31, 2024
Mike Dietz - Public Works	February 2014	December 31, 2023
Emily Girard - Red Cross	February 2021	December 31, 2024
Glenn Green - I.T. Department	December 2013	December 31, 2023
Brent Hatcher - Police Department	December 2021	December 31, 2026
David McGowen - Parks & Recreation	November 2019	December 31, 2025
Christopher Moews - LPD	October 2023	December 31, 2025
Douglas Oakley - Public Works	May 2022	December 31, 2023
Vacant (Steve Pope - Ambulance Service)		December 31, 2024
Bruce Richardson - City Admin.	May 2012	December 31, 2025
Adam Rose - R.C. S.O.R.T.	April 2014	December 31, 2023
Vacant (Randolph Salyers) – Codes Dept.		December 31, 2023
Chris Schmidt - Rescue Unit	October 2005	December 31, 2026
Alexandra Thompson - Stormwater	August 2020	December 31, 2026
Tonya Williams - Finance	March 2023	December 31, 2023

We have four terms that expired on 12/31/2023. Staff recommends that the four terms that expire be reappointed. This would include Mike Dietz, Glenn Green, Doug Oakley and Tonya Williams.

We also have two vacancies on this committee. One vacancy is for a Rutherford County position. Staff recommends that this position stay vacant until after the changes proposed in Ordinance #2023-28 are approved by the BOMA. The other vacancy is for the Codes Department position. Staff recommends that that this position stay vacant until a new Codes Director/Building Official is hired.

The two positions that are highlighted in orange are proposed to be removed from the committee in Ordinance #2023-28. If that ordinance is approved, those changes will be shown next month.



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M E M O

DATE: JANUARY 2, 2024

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

<u>Stormwater Appeals and Advisory Board</u>		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Vacant (Meghan DeBeaord)		December 31, 2026
Vacant (John "Wade" Dever)		December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

We continue to have two vacancies on this committee due to resignations. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications.

Also, the term for Chuck Dillon expired on December 31, 2023. We reached out to him and he does not want to stay on this committee, so that will be another vacancy that we will need to fill.

If we do not receive any applications by Thursday, January 4, 2024, I will remove this item from the agenda.



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M E M O

DATE: DECEMBER 29, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - BOARD OF ZONING APPEALS

Board of Zoning Appeals

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Graeme Coates - Chairman	November 2007; February 2011	January 31, 2024
Craig Pollock - Vice-Chairman	October 2011	January 31, 2024
Charles Jones	July 2021	January 31, 2025
Alfred Lane	March 2022	January 31, 2026
Terrence Smith	February 2021	January 31, 2027

The terms for Graeme Coates and Craig Pollock will expire on January 31, 2024. We will contact them to see if they would like to stay on this board. We will start advertising these positions on Channel 3 and Social Media. This is just for informational purposes. This will not be on the agenda for Thursday's meeting.



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M E M O

DATE: DECEMBER 29, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Construction Board of Adjustment and Appeals

Appointed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
David Waldron - Chairman	February 1995	January 31, 2024
Felicia Anderson - Vice-Chairman	June 2006	January 31, 2026
Theresa Hesse	October 2014	January 31, 2027
Lance Lee	March 2020	January 31, 2025
Jeff Moss	May 2022	January 31, 2027
Tammy Russell	February 2021	January 31, 2025
John Rutledge	June 2020	January 31, 2024

The terms for David Waldron and John Rutledge will expire on January 31, 2024. We will contact them to see if they would like to stay on this board. We will start advertising these positions on Channel 3 and Social Media. This is for informational purposes only. This will not be on the agenda for Thursday's meeting.



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M E M O

DATE: DECEMBER 29, 2023

TO: BOARD OF MAYOR AND ALDERMEN

FROM: BRUCE RICHARDSON

RE: FYI - GREENWAY ADVISORY COMMITTEE

Greenway Advisory Committee

Appointed by Mayor; Confirmed by Council - 4 Year Terms

Name	Appointed:	Term Expires:
Kara Hobbs - Chairman (BOMA)	December 2022	Term of Office
Leslie Ballard	November 2019	January 31, 2024
Carissa Benton	February 2017	December 31, 2024
Laura Davidson	January 2017	May 31, 2027
Jim Hesemann	February 2023	December 31, 2026
Robert Lee	January 2010	December 31, 2025
Mary Jane Skinner	June 2019	May 31, 2027

The term for Leslie Ballard will expire on January 31, 2024. We will contact her to see if she would like to remain on this committee. We will start advertising this position on Channel 3 and Social Media. This is for informational purposes only. This will not be on the agenda for Thursday's meeting.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: January 2, 2024

Item Title: Discussion - Brookside Neighborhood Park.

Department: Parks & Recreation

Presented By: David McGowen

Item Attachments: None

Summary:

Updates on Discussions with TDEC.

Background Information:

This discussion item was on the workshop agenda for last month. Staff has had conversations with the State and they may be willing to look at a scaled-down proposal. We would have to make revisions to the current submitted plans and send them in for approval. There are no guarantees that they will be in agreement. We would propose to have the grading work done as well as the parking lot and tying back in to the walking trail. If the State is in agreement, that should fulfill our obligation under the grant. We could then propose the playground equipment and surfacing in another budget cycle that would not be tied to this grant. All of this is contingent on approval from TDEC. If this Board chooses not to move forward, the City would need to repay the State any funds that have been paid out. Once disbursed funds have been repaid, the City would be eligible for future grants.

Financial Summary:

If we do not choose to move forward, we will have to repay \$14,682.00.

Staff Recommendation: