

WHEREAS, principals serve as the cornerstone of schools across the City of Memphis, shaping the academic success and personal growth of thousands of students each year; and

WHEREAS, principals are educational leaders who foster safe, supportive, and inclusive learning environments, promote excellence in teaching, and build strong partnerships among students, parents, teachers, and the community; and

WHEREAS, National Principals Month is celebrated each October across the United States to recognize the vital role principals play in ensuring high-quality education for every child; and

WHEREAS, the Memphis City Council acknowledges the outstanding leadership, vision, and dedication of principals in Memphis, who inspire both students and educators to strive for excellence; and

WHEREAS, principals not only advance academic achievement but also nurture character, resilience, and community pride, contributing to the success and well-being of the City as a whole; and

WHEREAS, it is fitting that the Memphis City Council joins educators, students, families, and the larger community in expressing gratitude to the city's principals for their tireless commitment and service.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council does hereby recognize October 2025 as

National Principals Month

and honors the principals of Memphis for their outstanding leadership, dedication, and invaluable contributions to education and the community.

NOW THEREFORE BE IT FURTHER RESOLVED that the Memphis City Council proudly honors the following principals in recognition of National Principals' Month, October 2025:

**Dr. Carmen Barfield
Lisa Beckwith
Eric L. Brent
Janice Brown
LaMonn Daniels
Jami Fowler-White
Dr. Zonja M. Glover**

**Thomas G. Hood
Eureka L. McAfee
Jocelyn Mosby
Genesis Parker
Shadonica Scruggs
Dr. Trenton Watson**

Adopted October 7, 2025:

MEMPHIS CITY COUNCIL MEMBERS



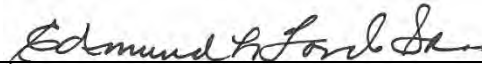
CHASE CARLISLE



YOLANDA COOPER-SUTTON



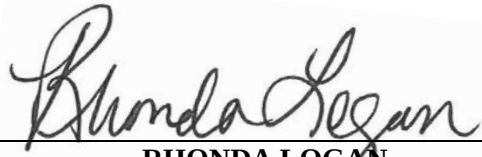
DR. MICHALYN EASTER-
THOMAS



EDMUND FORD, SR.



JERRI GREEN



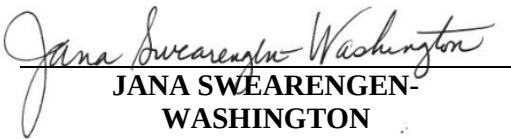
RHONDA LOGAN



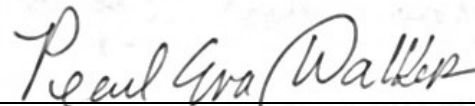
JB SMILEY, JR.



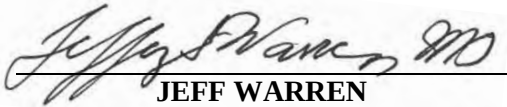
PHILIP SPINOSA



JANA SWEARENGEN-
WASHINGTON



PEARL EVA WALKER



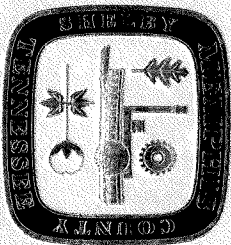
JEFF WARREN



JANIKA WHITE



FORD CANALE
CHAIRMAN



MEMPHIS CITY COUNCIL

Resolution

WHEREAS, on occasion the Memphis City Council sees fit to honor those who have served and enriched their community, and **Roblin J. Webb** is certainly worthy of celebration for her retirement; and

WHEREAS, **Roblin J. Webb** earned a bachelor's degree in urban studies from Rhodes College and holds both a Juris Doctor and a master's in politics and public affairs from Rutgers University; and

WHEREAS, **Roblin J. Webb** has dedicated her career to advancing equality for all people, recognizing that the modern civil rights movement is rooted in the fight for quality public education; **Roblin J. Webb's** journey began as an education lawyer for an urban school district, where she championed educational equity and opportunity; and

WHEREAS, in 2009, **Roblin J. Webb**, founded Freedom Prep Charter Schools, starting with a single class of approximately 100 sixth graders; today, the network has grown to six schools—three elementary, two middle, and one high school—serving nearly 2,000 Pre-K through 12th-grade students in Southwest Memphis and Birmingham, Alabama; under **Roblin J. Webb's** leadership, Freedom Prep has achieved remarkable success as a high-performing charter school network with all eight graduating classes earning 100% college admission; and

WHEREAS, **Roblin J. Webb** has earned national recognition for her leadership in education as a graduate of the Pahara-Aspen Education Fellowship, a member of the Aspen Global Leadership Network, and an alumna of the Charter Network Accelerator; in 2023, **Roblin J. Webb** and Freedom Prep were honored with the YASS Prize STOP Award, recognizing Sustainable, Transformational, Outstanding, and Permissionless education; and

WHEREAS, **Roblin's** visionary leadership and dedication have left a lasting mark on thousands of students, families, and educators; her legacy will continue to shape lives and communities for generations to come; **Roblin J. Webb** will now embark on a new journey as this chapter of her life closes upon her retirement from Freedom Preparatory Academy Charter Schools; we hope she will take time to relax and enjoy life with family.

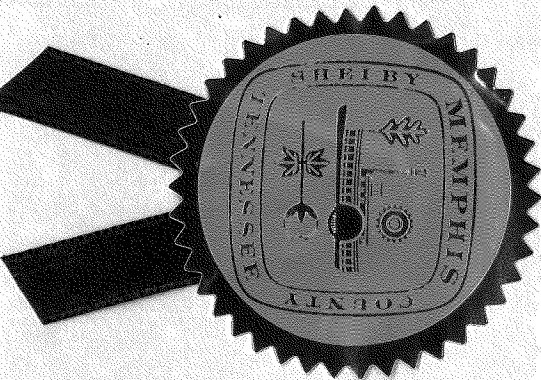
NOW THEREFORE, BE IT RESOLVED that the Memphis City Council commemorates many years of visionary leadership and congratulates

Roblin J. Webb

on her retirement and wishes her all the best in her future endeavors.

Adopted: Tuesday, October 7, 2025


EDMUND H. FORD, SR
Memphis City Council





Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This is a resolution to accept grant funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) from the Tennessee Highway Safety Office (THSO) for the FY2026 Bicycle & Pedestrian Safety Grant for the purpose of overtime funding for personnel salaries

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

The City of Memphis Division of Police Services is awarded this grant from the Tennessee Department of Safety.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This item does not change an existing ordinance or resolution

4. State whether this will impact specific council districts or super districts.

All Districts

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This is a new grant pending Council approval

6. State whether this requires an expenditure of funds/requires a budget amendment.

Acceptance will require an amendment to the FY 2026 Operating Budget to appropriate the funds.

G134



A Resolution to accept grant funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) from Tennessee Highway Safety Office (THSO) through the Tennessee Department of Safety.

WHEREAS, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) from the Tennessee Highway Safety Office (THSO) through the Tennessee Department of Safety for the FY2026 Bicycle & Pedestrian Safety Grant; and

WHEREAS, this award will be used for the purpose of overtime funding for personnel salaries; and

WHEREAS, it is necessary to accept the grant funding and amend FY 2026 Operating Budget to establish funds for the FY 2026 Tennessee Highway Safety Office (THSO) Grant Program, Bicycle & Pedestrian Safety; and

WHEREAS, it is necessary to appropriate the FY 2026 grant funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) for the FY 2026 Tennessee Highway Safety Office (THSO) grant project – Bicycle & Pedestrian Safety;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2026 Tennessee Highway Safety Office (THSO) grant project – Bicycle & Pedestrian Safety funds in the amount of Thirty-Five Thousand Dollars (35,000.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2026 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the FY 2026 Tennessee Highway Safety Office (THSO) grant project – Bicycle & Pedestrian Safety Grant in the amount of Thirty-Five Thousand Dollars (\$35,000.00) as follows:

REVENUE

State of Tennessee, Tennessee Highway Safety Office	<u>\$35,000.00</u>
Total	\$35,000.00

EXPENDITURES

<u>Salaries</u>	<u>\$35,000.00</u>
Total	\$35,000.00



August 28, 2025

Re: Tennessee Highway Safety Office FFY 2026 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2026 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025 through September 30, 2026.

You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2025. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

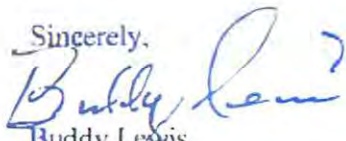
The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.



5. Every grant **must** have an assigned project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. Law enforcement overtime may include a small portion (up to 20%) of personnel funds for community outreach events. Please contact your assigned program manager for more information, including the THSO Community Outreach Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Sincerely,

Buddy Lewis
Director

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 01, 2025		End Date September 30, 2026		Agency Tracking # Z26THS212	
Edison ID 87770 (Other)					
Grantee Legal Entity Name Memphis Police Department					Edison Vendor ID 4104
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.616 Grantee's fiscal year end - June 30			
Service Caption (one line only) Bicycle and Pedestrian Safety					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		\$35,000.00			\$35,000.00
TOTAL:		\$35,000.00			\$35,000.00
Grantee Selection Process Summary ☒ Competitive Selection					
Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.					
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Memphis Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Memphis Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4104

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 undertake Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and will include one or more of the following services: building and implementation of safe community coalitions and partnerships; building coalitions based on diversity issues; provide educational resources, public information and education; collect and evaluate data for allocation resources; provide and manage certified training.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair

Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Five Thousand Dollars and Zero Cents (\$35,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

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

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

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

C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.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 Central Procurement Office Policy Statement 2013-007 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:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Janille Townsel, Grants Administration Manager
Memphis Police Department
170 N Main Street Floor 11 Room 1121
Memphis, Tennessee 38103
Email Address: Janille.Townsel@memphistn.gov
Telephone #: (901) 636-3404

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and

regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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 ten thousand dollars (\$10,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee

- resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

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/excomp.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,

Memphis Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Memphis Police Department
Subrecipient's Unique Entity Identifier (SAM)	LSWERD3XLNU8
Federal Award Identification Number (FAIN)	69A3752530000405GTN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616, National Priority Safety Programs
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$35,000.00
Total amount of federal funds obligated to the subrecipient	\$35,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$633,542.30
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

GRANT BUDGET
Agency Name: Memphis Police Department
Project Title: Bicycle and Pedestrian Safety
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/01/2025 END: 09/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$35,000.00	\$0.00	\$35,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$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
25	GRAND TOTAL	\$35,000.00	\$0.00	\$35,000.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This is a resolution to accept funds of Four Hundred Thousand Dollars (\$400,000.00) from the Tennessee Highway Safety Office (THSO) through the Tennessee Department of Safety for the FY2026 Community-Based Traffic Enforcement and Education Grant for overtime, training, equipment, and supplies for police services

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

The City of Memphis Division of Police Services is awarded this grant from the Tennessee Department of Safety.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This item does not change an existing ordinance or resolution

4. State whether this will impact specific council districts or super districts.

All Districts

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This is a new grant pending Council approval

6. State whether this requires an expenditure of funds/requires a budget amendment.

Acceptance will require an amendment to the FY 2026 Operating Budget to appropriate the funds.



G135

A Resolution to accept grant funds in the amount of Four Hundred Thousand Dollars (\$400,000.00) from Tennessee Highway Safety Office (THSO) through the Tennessee Department of Safety.

WHEREAS, The City of Memphis Division of Police Services has been awarded grant funds in the amount of Four Hundred Thousand Dollars (\$400,000.00) from the Tennessee Highway Safety Office (THSO) through the Tennessee Department of Safety for the FY2026 Community-Based Traffic Enforcement and Education Grant; and

WHEREAS, this award will be used for the purpose of overtime funding for personnel salaries, supplies and conference travel; and

WHEREAS, it is necessary to accept the grant funding and amend FY 2026 Operating Budget to establish funds for the FY 2026 Tennessee Highway Safety Office (THSO) Grant Program, Community-Based Traffic Safety Enforcement and Education; and

WHEREAS, it is necessary to appropriate the FY 2026 grant funds in the amount of Four Hundred Thousand Dollars (\$400,000.00) for the FY 2026 Tennessee Highway Safety Office (THSO) grant project – Community-Based Safety Enforcement and Education;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2026 Tennessee Highway Safety Office (THSO) grant project – Community-Based Safety Enforcement and Education funds in the amount of Four Hundred Thousand Dollars (400,000.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2026 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the FY 2026 Tennessee Highway Safety Office (THSO) grant project – Community-Based Safety Enforcement and Education Grant in the amount of Four Hundred Thousand Dollars (\$400,000.00) as follows:

REVENUE	
State of Tennessee, Tennessee Highway Safety Office	<u>\$400,000.00</u>
Total	\$400,000.00
EXPENDITURES	
Salaries	\$282,009.00
Supplies	\$52,868.00
Equipment	\$45,123.00
<u>Travel</u>	<u>\$20,000.00</u>
Total	\$400,000.00



August 28, 2025

Re: Tennessee Highway Safety Office FFY 2026 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2026 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025 through September 30, 2026.

You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2025. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

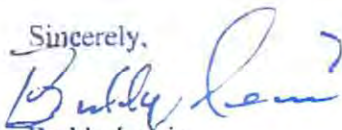
The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.



5. Every grant **must** have an assigned project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. Law enforcement overtime may include a small portion (up to 20%) of personnel funds for community outreach events. Please contact your assigned program manager for more information, including the THSO Community Outreach Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Sincerely,

Buddy Lewis
Director

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 01, 2025		End Date September 30, 2026		Agency Tracking # Z26THS211	
				Edison ID 87701 (PT)	
Grantee Legal Entity Name Memphis Police Department					Edison Vendor ID 4104
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.600/20.616			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Community Traffic Safety Enforcement and Education (PT)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		\$400,000.00			\$400,000.00
TOTAL:		\$400,000.00			\$400,000.00
Grantee Selection Process Summary					
☒ Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.		
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Memphis Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Memphis Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4104

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 undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.

A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- 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: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may 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, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.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 Central Procurement Office Policy Statement 2013-007 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:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Janille Townsel, Grants Administration Manager
Memphis Police Department
170 N Main Street Floor 11 Room 1121
Memphis, Tennessee 38103
Email Address: Janille.Townsel@memphistn.gov
Telephone #: (901) 636-3404

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

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

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

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 ten thousand dollars (\$10,000.00).

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

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. 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 ten thousand dollars (\$10,000.00). 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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

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,

Memphis Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Memphis Police Department
Subrecipient's Unique Entity Identifier (SAM)	LSWERD3XLNU8
Federal Award Identification Number (FAIN)	69A37525300004020TN0/69A3752530000405DTNL
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600/20.616, State and Community Highway Safety / National Priority Safety Programs
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$400,000.00
Total amount of federal funds obligated to the subrecipient	\$400,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$ 1.97
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety / National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No

03.05.25 GG

Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%
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ATTACHMENT ONE
PAGE 1

GRANT BUDGET
Agency Name: Memphis Police Department
Project Title: Community Traffic Safety Enforcement and Education (PT)
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/01/2025 END: 09/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$282,009.00	\$0.00	\$282,009.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$52,868.00	\$0.00	\$52,868.00
11, 12	Travel, Conferences & Meetings	\$20,000.00	\$0.00	\$20,000.00
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	\$45,123.00	\$0.00	\$45,123.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$400,000.00	\$0.00	\$400,000.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
(154) Message Board, Equipment (\$10,000 or more)	\$45,123.00
TOTAL	\$45,123.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to accept the Contribution from the Tennessee Valley Authority given to the City of Memphis Division of Housing and Community Development to support the efforts to increase quality, affordable housing through the Efficient Homes for All Program in the amount of \$500,000.00.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Division of Housing & Community Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not applicable

4. State whether this will impact specific council districts or super districts.

Various council districts or super districts may be impacted.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

New contracts will be required.

6. State whether this requires an expenditure of funds/requires a budget amendment.

This will require an expenditure of funds.

Resolution-Division of Housing and Community Development



G131

RESOLUTION to accept the Contribution from the Tennessee Valley Authority given to the City of Memphis Division of Housing and Community Development to support the efforts to increase quality, affordable housing through the Efficient Homes for All Program in the amount of \$500,000.00.

WHEREAS, the Tennessee Valley Authority through the Efficient Homes for All Program funds, has provided contribution to assist the City of Memphis Division of Housing and Community Development in addressing home repair issues among low- and moderate-income residents across Shelby County; and

WHEREAS, the Tennessee Valley Authority allows for the use of Efficient Homes for All Program funds to provide home repairs to low- and moderate-income residents across Shelby County, improve energy efficiency through targeted home repair strategies, and support related workforce development efforts, see Exhibit A; and

WHEREAS, the City of Memphis Division of Housing and Community Development has received contribution fund from the Tennessee Valley Authority in the amount of \$500,000.00 to provide minor home repair to homeowners who are ineligible to receive assistance from Home Uplift, HCD-WAP, Shelby County's Department of Housing programs, and Save the Pennies due to the nature of the home repairs who will be referred to the Program; and

WHEREAS, the Efficient Homes for All Program will provide funding to nonprofit and for-profit housing developers, Community Development Corporations, Community Housing Development Organizations, and energy-efficiency rehab programs; and

WHEREAS, the City of Memphis Division of Housing and Community Development will not provide direct funds to private individuals, such as homeowners from the Efficient Homes for All Program; and

WHEREAS, the City of Memphis Division of Housing and Community Development will use up to \$100,000 of the contribution for energy efficiency portion of the work scope for new construction, subject to required TVA environmental reviews and approvals; and

WHEREAS, the City Division of Housing and Community Development will use up to \$325,000 of the contribution to provide minor home repairs that are not otherwise eligible under TVA's Home Uplift program to homeowners who are deferred from Home Uplift program to enable such homeowners to participate in Home Uplift; and

WHEREAS, the City of Memphis Division of Housing and Community Development will use up to \$50,000 of the contribution to provide funding to Moore Tech College of Technology to support its weatherization and energy efficiency training and certification programs; and

WHEREAS, the City of Memphis Division of Housing and Community Development will use up to \$25,000 of the contribution to provide administrative oversight; and

Resolution-Division of Housing and Community Development

WHEREAS, the collaboration between the Tennessee Valley Authority and the City of Memphis Division of Housing and Community Development furthers TVA's missions.

NOW, THEREFORE BE IT RESOLVED, that the Council and the City of Memphis hereby adopts and approves the Efficient Homes for All Program funds from the Tennessee Valley Authority in the amount of of \$500,000.00 as follows:

Efficient Homes for All Program (FY26)

\$500, 000.00

Fund: 205

Project: CD91044

Award: 13407

CONTRIBUTION AGREEMENT

This Contribution Agreement (hereinafter, the "Agreement") is executed by and between: THE CITY OF MEMPHIS ("RECIPIENT") and TENNESSEE VALLEY AUTHORITY, a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended ("TVA"). Recipient and TVA are each a "party" and collectively, "the parties."

WHEREAS, the City of Memphis' Division of Housing and Community Development operates the Efficient Homes for All Program (the "Program").

WHEREAS, the Program aims to increase quality, affordable housing by providing home repairs to low and moderate income residents across Shelby County, improving energy efficiency through targeted home repair strategies, and supporting related workforce development efforts.

WHEREAS, homeowners who are ineligible to receive program assistance from Home Uplift, HCD-WAP, Shelby County's Department of Housing programs, and Save the Pennies due to the nature of home repairs required will be referred to the Program to receive minor home repairs to enable such homeowners to participate in such programs.

WHEREAS, the Program provides funding to nonprofit and for-profit housing developers, Community Development Corporations, Community Housing Development Organizations, and energy-efficiency rehab programs. Private individuals, such as homeowners, do not receive direct funding from the Program.

WHEREAS, this collaboration between the parties furthers TVA's missions.

Now, therefore, the parties agree as follows:

SECTION 1 - TERM AND TERMINATION

This Agreement will be effective on the date of the last signature below ("Effective Date") and will continue for one (1) year from the Effective Date. TVA may terminate this Agreement by providing Recipient at least 30 days prior written notice.

SECTION 2 - CONTRIBUTION

Subject to all required internal reviews and approvals, including required environmental reviews, TVA will pay Recipient a total of \$500,000.00 (the "Contribution"). TVA may, in its sole discretion, require that Recipient return to TVA any or all of TVA's Contribution amount in the event that TVA determines that Recipient failed to comply with any of the requirements in this Agreement. Any portion of the Contribution that is not spent at the end of the Agreement term shall be returned to TVA. By entering into this Agreement, TVA is not making any commitments to provide any additional funding above the Contribution amount.

SECTION 3 - RECIPIENT REQUIREMENTS

- a. Recipient shall, subject to required TVA environmental reviews and approvals:
 - i. Use up to \$100,000 of the Contribution for Energy efficiency portion of the work scope for new construction of privately owned residential homes in Shelby County, including but not limited to:
 1. Insulation: Adding or upgrading insulation in walls, attics, and floors to reduce heat loss in winter and heat gain in summer.
 2. Air Sealing: Sealing gaps and cracks around windows, doors, and other openings to prevent drafts and improve indoor air quality.
 3. Window Upgrades: Installing energy-efficient windows or adding storm windows to reduce heat transfer.
 4. Weatherstripping: Applying weatherstripping around doors and windows to prevent air leaks.
 5. Duct Sealing: Sealing and insulating ducts to improve the efficiency of heating and cooling systems.
 6. Energy-Efficient Lighting: Replacing incandescent bulbs with LED or CFL bulbs to reduce energy consumption.
 7. Programmable Thermostats: Installing programmable or smart thermostats to optimize heating and cooling schedules.
 8. HVAC Upgrades: Upgrading to high-efficiency heating, ventilation, and air conditioning (HVAC) systems.
 9. Water Heater Insulation: Adding insulation to water heaters and pipes to reduce heat loss.
 - ii. Use up to \$325,000 of the Contribution to provide minor home repairs to homeowners who are not otherwise eligible under or are deferred out of TVA's Home Uplift or the City of Memphis or Shelby County weatherization programs to enable such homeowners to participate in such programs. Repairs may include but not limited to:
 1. Plumbing repairs
 2. HVAC repair or replacement
 3. Faulty electrical wiring
 4. Roof repair or replacement
 5. Broken or leaking windows or screens
 6. Exterior paint deterioration

7. Dangerous or rotting railings, stairs, landings or porches
 8. Rotting interior flooring
 9. Weather-stripping doors, sealing windows and gaps around the home
 10. Testing, repairing, and/or replacement of refrigerators, water heaters, heating and/or cooling systems, and cooking appliances.
 11. Insulating exterior walls, ceilings, and floors
 12. Installing low-flow shower heads
 13. Upgrading interior and exterior lighting services to LED
 14. Duct repair and replacement
- iii. Use up to \$50,000 of the Contribution to provide funding to Moore Tech College of Technology for weatherization and energy efficiency training and certification programs costs.
- iv. Use up to \$25,000 of the Contribution to provide programmatic administrative support, including support report development, budget oversight, and program compliance.
- v. The Contribution may not be used for charitable contributions and donations; fines, penalties, and mischarging costs; legislative or executive lobbying; payment of salaries; entertainment or alcohol expenses; or to support any religious activities.
- b. Notwithstanding anything to the contrary, any portion of the \$100,000 allocated for energy efficiency work scope in new construction in Section 3(a)(i) that is not utilized may be reallocated for minor home repairs in Section 3(b)(ii).
- c. Recipient shall be solely responsible for managing all aspects of the Program, including but not limited to, hiring and managing contractors and subcontractors, determining Program eligibility and income verification, procuring materials and services in accordance with applicable laws and regulations, obtaining insurance and required permitting, managing program funds, obtaining approvals from homeowners to perform the work, and complying with all applicable laws and regulations.
- d. Recipient is responsible for obtaining releases of liability from participating Program homeowners, Program Applicants, and Program contractors and subcontractors that release TVA from any liability and indemnify TVA in connection with the Program, and ensures that TVA is a third-party beneficiary of such agreements.
- e. Recipient shall include the following in any contracts or agreements with Program homeowners, Program Applicants, and/or Program contractors or subcontractors:
- "The parties to this Agreement acknowledge and agree that the Tennessee Valley Authority ("TVA") is a third-party beneficiary of this Agreement, and that TVA is otherwise an express third-party beneficiary of this Agreement, entitled to enforce the terms hereof as if it were an original party hereto. The parties to this Agreement hereby waive, release, and discharge TVA, its employees, subcontractors, and agents from any and all claims, demands, liability or causes of action arising out of or related to the renovation work or any other work completed by the City of Memphis and/or its Contractors, employees, subcontractors, and agents in connection with the Efficient Homes for All Program.
- The parties to this Agreement further agree to indemnify, defend, and hold harmless TVA (including its employees, subcontractors, and agents) from and against any claims, damages, losses, liabilities, costs, or expenses (including attorney's fees) arising out of or connected to the renovation work or any other work completed by the City of Memphis and/or its Contractors, employees, subcontractors, and agents in connection with the Efficient Homes for All Program."
- f. Recipient will submit quarterly report and an annual reports to TVA that documents the Program impact, unit counts, outreach activities, occupant's demographics, and updates on contractors. At minimum, the following will be addressed: progress rates, # of deferments addressed, # of people served, and zip codes served.
- g. Recipient may spend up to \$25,000 per eligible home. The Contribution may only be used for privately owned homes that are not otherwise open to or operated for the public.
- h. Recipient shall ensure that contractors and subcontractors performing work in connection with the Program and Program Applicants comply with the requirements of this Agreement.
- i. The following are eligible applicants under the Program: non-profit housing developers, for-profit housing developers, Community Development Organizations, Community Housing Development Organizations, and energy efficiency rehabilitation programs ("Program Applicants"). Private individuals, such as homeowners or interested residents, are not permitted to receive direct funding under the Program.

SECTION 4 – AUDIT REQUIREMENTS

Recipient shall keep and make available, for a period of three (3) years from the last date on which funding is provided under Agreement, accurate records and books of accounts showing the items and costs funded with the proceeds received under this Agreement, as well as data to support compliance with this Agreement's terms and conditions. Upon reasonable notice, TVA shall have the right to audit without restriction, upon advance notice at a time during normal working hours, all such books, records,

and other documents of Recipient related to this Agreement. This provision shall survive the termination or expiration of this Agreement.

SECTION 5 – PUBLIC COMMUNICATIONS

Notwithstanding anything to the contrary in this Agreement, Recipient must obtain TVA's written approval prior to making any public disclosures or communications, relating to or referencing TVA participation in this collaboration, including without limitation, any oral, written, or electronic communication on or through social media, press, or news release(s), video, marketing materials, or other comparable materials. Nothing in this Agreement grants Recipient a license or right to use TVA's name, trademark, logo or images without first obtaining TVA's express written consent.

SECTION 6 – NOTICES

All notices under this Agreement must be in writing and delivered: (1) by hand, (2) by a nationally or internationally recognized delivery service entity, with all fees prepaid, (3) by registered or certified mail, return receipt requested, and all fees prepaid, to the party's designated recipient and address stated in this Section, or (4) by means of electronic mail, if confirmed by an electronic read receipt or separate electronic mail acknowledgement, to each party's contact person(s) listed below.

If to TVA:

Tennessee Valley Authority
100 Peabody Pl., Ste 850
Attn: Latrivia Welch
LSWelch0@tva.gov
901-922-9399

If to Recipient:

[Name] City of Memphis, HCD
[address] 170 N Main, Memphis TN 38103
Attn: Felicia Harris
[email] felicia.harris@memphistn.gov
[telephone no.] 901-636-7413

SECTION 7 – DISCLAIMERS

TVA and its agents and employees assume no liability of any kind whatsoever to Recipient or any third party in connection with the Program or this Agreement, including without limitation, for any damages to property, both real and personal, or personal injuries, including physical injury and death, arising out of or in any way connected with the Program or acts or omissions of Recipient or its agents, employees, or contractors.

SECTION 8 - INDEMNITY

To the fullest extent permitted by law, Recipient releases and shall indemnify, defend and hold harmless TVA from all claims, actions, suits, demands and liabilities (individually and collectively, "Claims") for personal injuries, property damage, loss of life or property, violation of applicable laws, or infringement of intellectual property rights arising out of the Program and Recipient's actions or inactions in connection with this Agreement, including, without limitation, liabilities to Recipient's employees or any third parties for such injuries or damages, and all expenses (and reasonable attorneys' fees) incurred by TVA in connection with such Claims.

SECTION 9 – SEVERABILITY & SURVIVAL

If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the

minimum extent necessary to make it enforceable. If said modification is not permitted by law, then that provision will be disregarded. If a provision is modified or disregarded in accordance with this Section, then the rest of the Agreement will remain in effect as written, and any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable. All terms and conditions which by their nature survive, shall survive the termination or expiration of this Agreement, including but not limited to, the provisions of Sections 4, 7, and 8.

SECTION 10 – RELATIONSHIP OF PARTIES

Neither Recipient nor any other person performing services under this Agreement, other than an actual employee of TVA, shall be considered an agent or employee of the United States or TVA. Recipient does not have any right or power to bind TVA or to assume or create any obligation on TVA's part or in TVA's name.

SECTION 11 – THIRD PARTY BENEFICIARIES

Except as expressly stated herein, nothing in this Agreement is intended to confer benefits, rights, or remedies unto any third party other than the parties or their permitted successors and assigns.

SECTION 12 – WARRANTIES AND REPRESENTATIONS; LIMITATIONS OF LIABILITY

- a. Recipient represents and warrants that:
 1. it has the full right, power and authority to enter into this Agreement, and to perform and complete the responsibilities described above in compliance with this Agreement and applicable laws;
 2. diligently will perform their obligations under this Agreement and employ or use sufficient resources necessary to complete its obligations under this Agreement; and
 3. it shall ensure that it comply with all applicable laws and regulations in connection with the performance of their obligations under this Agreement and will obtain all necessary permits, including all applicable licenses, approvals, and authorizations required by applicable laws that are necessary or required for performance of its responsibilities under this Agreement.
- b. TVA DOES NOT PROVIDE ANY WARRANTIES IN CONNECTION WITH THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.
- c. TVA SHALL HAVE NO RESPONSIBILITY FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM OR THIS AGREEMENT, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE.

SECTION 13 – COUNTERPARTS AND ELECTRONIC SIGNATURES

The parties may execute this Agreement, including any amendments thereto, in one or more counterparts. Each

Exhibit A

such counterpart, whether delivered by original paper signature or through any electronic means, is an equally valid original, constitutes one and the same instrument, and binds the parties. The parties may execute this Agreement, and any amendments thereto, through electronic means and electronic signatures. Such electronic signatures will have the same force and effect as handwritten signatures.

SECTION 14 – AMENDMENTS

No amendment of this Agreement will be effective unless it is both in writing and signed by the parties' authorized representatives.

SECTION 15 – WAIVERS

No waiver of any provision under this Agreement or any subsequent Agreements will be effective unless that waiver is both in writing and signed by the parties' authorized representatives. The parties agree that any failure to enforce any provision of this Agreement is not a waiver and does not prevent future enforcement of those provisions. A waiver of any breach or default of this Agreement does not constitute a waiver of any subsequent breach or default.

SECTION 16 – ASSIGNMENT

Recipient may not transfer or assign this Agreement, in whole or in part, without prior, written consent of TVA.

SECTION 17 - GOVERNING LAW

This Agreement is governed by and will be construed and interpreted in accordance with the federal laws of the United States of America. In the event such federal laws state no rule of decision with respect to any particular dispute or claim related to this Agreement, the law of the State of Tennessee, except for Tennessee's choice of law provisions, will apply. All claims or disputes related to this Agreement (whether sounding in contract, tort, or otherwise) must be filed, prosecuted and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee. With respect to any such claims or disputes, each party hereby: (1) consents to the exclusive jurisdiction of and venue in that court, and waives any objection based on jurisdiction or venue in such court, provided that, any party may bring an action which seeks to enforce a right of indemnity or contribution in any U.S. District Court with proper jurisdiction and venue, in which the underlying claim for which indemnity or contribution is being asserted, and (2) WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

SECTION 18 - LOBBYING

No part of the funds paid by TVA under this Agreement may be used to finance lobbying or other political activities. By executing this Agreement, Recipient expressly certifies and agrees not to use any portion of such funds for lobbying activities or other political purposes.

SECTION 19 - OFFICIALS NOT TO BENEFIT

No member, delegate or candidate to the U.S. Congress, or to any state or local legislative, executive or municipal agency or board shall be party or beneficiary to, or benefit directly from, this Agreement. This Section does not prohibit: (1) corporate entities or state, local, or municipal governments from benefiting generally or indirectly from this Agreement or (2) Recipient from offering or giving, directly or indirectly, to any TVA or other government official or employee a gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, that is excluded from the definition of a gift, or falls within one of the exceptions stated, in 5 C.F.R. Part 2635, subpart B (Standards of Ethical Conduct for Employees of the Executive Branch; Gifts From Outside Sources), as amended or replaced.

SECTION 20 - NON-DISCRIMINATION

Upon receipt of any funds, goods, or services from TVA in connection with this agreement, Recipient certifies that it is in compliance with the requirements of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, and TVA regulations thereunder issued at 18 C.F.R. Parts 1302, 1307, 1309, and 1317, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this agreement. Recipient further certifies that it has not been the subject of any compliance reviews or lawsuits with respect to such statutes within the last 3 years. Recipient will immediately notify TVA if it becomes the subject of any lawsuit or compliance review regarding an alleged violation of any such statute, related to the Program, the Contribution, or otherwise. Recipient shall make the provisions of such statutes and regulations, and their applicability to the program for which the Recipient receives such funding, available to program participants, beneficiaries, and other interested persons. Recipient shall further notify participants, beneficiaries, and other interested persons that they have the right to file a written complaint with TVA not later than 180 days (for race, color, national origin, or sex) or 90 days (for age or disability) from the date of any alleged discrimination under such statutes or regulations and that the written complaint should be submitted to Tennessee Valley Authority, Office of the General Counsel, 400 W. Summit Hill Drive, Knoxville, Tennessee 37902.

SECTION 21 - ENTIRE AGREEMENT

This Agreement represents the parties' complete and final Agreement and supersedes and terminates all informal understandings, whether written or oral, and any prior written agreements, relating to the subject matter of this Agreement. Authorized representatives of TVA and Recipient hereby execute this Agreement, and as of the Effective Date, bind the parties to the terms of this Agreement.

TENNESSEE VALLEY AUTHORITY	CITY OF MEMPHIS
By (Signature): 	By (Signature): 

DDE8D0F3ADAD40A...

Print Name: Dan Pratt	Print Name: Paul A. Young
Title: Senior Vice President, Customer and Stakeholder Relations, TVA	Title: Mayor
Date: 7/24/2025	Date: 8/1/2025

DocuSigned by:

 E76D3A67E6D9432....

DS
Mt



TVA Purchase Order Details PO Num: 7671449 Rev Num: 0

PURCHASE ORDER INFORMATION

PO Desc: City of Memphis HCD

Approved Date: 09/30/2024

Contract:

Contract Revision:

DIRECT INQUIRIES TO

Purchasing Agent: St John, Cheryl Paulette

Phone: 423-751-2358

Fax:

Email: cpsjohn@tva.gov

BILL TO

SEND INVOICES TO accounts payable@tva.gov OR

TVA ACCOUNTS PAYABLE, PO BOX 15500

KNOXVILLE, TN 37901-5500

Attention:

SHIP TO

SEE PO INSTRUCTIONS

SEE PO INSTRUCTIONS

.. null null

Attention:

Status: APPR

Site: Customer and Community Relations

COI Expiration Date:

VENDOR INFORMATION

CITY OF MEMPHIS TN

125 NORTH MAIN

MEMPHIS, TN 38103

Contact: Ashley Cash

Phone: 901-636-7330

Fax: N/A

Email: Ashley.Cash@memphistn.gov

PAYMENT AND SHIPPING

Payment Terms: 0 % 0 DISC DAYS 45 NET DAYS

Retention %: 0

Freight Terms: SER - Service, FOB N/A

FOB Point:

Ship Type:

Ship Via:

Approval Amount: \$500,000.00

PURCHASE ORDER DETAILS

Line Num: 1

Description: City of Memphis HCD

(Specific work line PR is supporting) The general components of the program will focus on improving energy efficiency through targeted home repair strategies and support workforce development efforts. Clients for this initial pilot project will be sourced from Home Uplift, detralis, Shelby County's Housing Department cancellations, and Save the Pennies detralis in that order of priority. Targeted repairs will focus on elements required for the home to move through each respective program, providing opportunity to become eligible for additional home repairs. Workforce development support will be offered to local and emerging businesses in the form of scholarships to technical training and/or certification classes offered by Moore Tech or other agencies as applicable. Program evaluation will take place to determine the impacts of the structural intervention through analyzing energy use and/or indoor environmental conditions. SOW/contract invoice See Memorandum of Agreement

Item Num:

Order Qty: 500,000.00

Manufacturer:

Order Unit: EA - EA

Mfg. Part Num:

Conv Factor: 1

QA Level: 0

Unit Cost: \$1.00

Retention: N

Line Cost: \$500,000.00

Green Proc: Not Applicable

Required Date: 09/27/2024

Vendor Date:

Contract Technical Steward: Gons, Leanne

Field Invoice Approver: Moore, Steven Edward

Ship To: See Ship To information above

External Notes:

N/A

External Attachments:

N/A

09/30/2024 9:38 AM

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12562 - In-Service Wood Pole Truss Restoration System**
- 2. Requested Funding – \$7,006,398.86 (\$6,672,760.82 plus \$333,638.04 in contingency)**
- 3. Award Duration – Two (2) years with an option of three (3) annual renewals from the date of the Notice to Proceed**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded To – Osmose Utilities Services, Inc.**
- 6. Plain Language Description – This contract is to have Osmose Utilities Services, Inc., install steel trusses and apply chemical treatment to wood distribution poles within MLGW's electric distribution infrastructure.**
- 7. Impact – As wood poles age and become deteriorated, the likelihood of them failing increases which can reduce reliability and cause outages. Trussing and treating wood poles will extend the life of the pole which will reduce potential outages and is a more cost-effective measure compared to replacement of the pole.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting September 17, 2025 awarded Contract No. 12562, In-Service Wood Pole Truss Restoration System to Osmose Utility Services, Inc. in the funded amount of \$7,006,398.86, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide pole reinforcing and restoration required for the evaluation, internal treatment and reinforcing of the MLGW's poles as identified; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 25, 2025. MLGW solicited 11 bidders and received three (3) bids on August 19, 2025. The lowest and best bid received was from Osmose Utility Services, Inc. in the funded amount of \$6,672,760.82. MLGW is requesting contingency funds in the amount of \$333,638.04 for any unforeseen additional poles or emergencies hours requested on the electric system to support system reliability and resiliency projects. The total funded amount for the award is \$7,006,398.86. The term of this contract is two (2) years with an option of three (3) annual renewals from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12562, In-Service Wood Pole Truss Restoration System to Osmose Utility Services, Inc. in the funded amount of \$7,006,398.86 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12562, In-Service Wood Pole Truss Restoration System to Osmose, Inc. Utility Services in the funded amount of \$7,006,398.86.

The project scope is to provide pole reinforcing and restoration required for the evaluation, internal treatment and reinforcing of the MLGW's poles as identified.

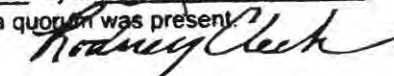
The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 25, 2025. MLGW solicited 11 bidders and received three (3) bids on August 19, 2025. The lowest and best bid received was from Osmose Utility Services, Inc. in the funded amount of \$6,672,760.82. MLGW is requesting contingency funds in the amount of \$333,638.04 for any unforeseen additional poles or emergencies hours requested on the electric system to support system reliability and resiliency projects. The total funded amount for the award is \$7,006,398.86. The term of this contract is two (2) years with an option of three (3) annual renewals from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12562, In-Service Wood Pole Truss Restoration System to Osmose Utility Services, Inc. in the funded amount of \$7,006,398.86, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true
copy of a resolution adopted by the Board of Light,
Gas and Water Commissioners at a regular meeting
held on 17th day of Sept.
2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – Fiber Optic Material
2. **Requested Funding** – \$352,945.00
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sealed Bid
5. **Awarded To** – ATG Supply, LLC
6. **Plain Language Description** – To procure the fiber optic materials listed below, in the specified quantities. The fiber optic material supports data communication between substations and offices. The fiber optic cable is mounted along distribution poles. Dead-ends and wedge dead-ends secure the cable at endpoint poles and turns, while trunnions are used for mounting on all midpoint poles in cable runs.
 1. Cable, fiber optic 192 fiber A.D.S.S., polyethylene jacketed
Quantity: 60,000 Ft.
 2. Cable, fiber optic 48 fiber, A.D.S.S., polyethylene jacketed
Quantity: 90,000 Ft.
 3. Trunnion, tangent support 48 A.D.S.S., fiber optic cable
Quantity: 300 Ft.
 4. Trunnion, single tangent support 192, A.D.S.S., fiber optic cable
Quantity: 300 Ft.
 5. Dead-end, wedge, A.D.S.S., 48 fiber, fiber optic cable
Quantity: 200 Ft.
 6. Dead-end, wedge, A.D.S.S., 192 fiber, fiber optic cable
Quantity: 200 Ft.
 7. Dead-end, A.D.S.S., 192 fiber, fiber optic cable

Quantity: 100 Ft.

8. Dead-end, A.D.S.S., 48 fiber, fiber optic cable

Quantity: 100 Ft.

7. **Impact** – Procuring the necessary fiber optic cable material is essential to avoid work order delays and ensure all project deadlines are met.

ADSS Fiber Cable (48 & 192 count)



Wedge Dead-ends



Single Trunnions



Dead-ends



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 17, 2025 approved the purchase of fiber optic material and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, a purchase order will be issued for eight different types of fiber optic material. These materials will be used to establish or maintain data communication links between substations and offices. Procuring the necessary fiber optic cable material is essential to avoid work order delays and ensure all project deadlines are met; and

WHEREAS, bids were opened on July 23, 2025. Notice to Bidders was advertised. Fifteen bids were solicited, and six bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of ATG Supply, LLC. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of fiber optic material from ATG Supply, LLC in the amount of \$73,345.00 chargeable to the MLGW 2025 fiscal year budget and the remaining balance of \$279,600.00 chargeable to subsequent budget year as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for fiber optic material to ATG Supply, LLC in the amount of \$352,945.00.

A purchase order will be issued for eight different types of fiber optic material. These materials will be used to establish or maintain data communication links between substations and offices. Procuring the necessary fiber optic cable material is essential to avoid work order delays and ensure all project deadlines are met.

Bids were opened on July 23, 2025. Notice to Bidders was advertised. Fifteen bids were solicited, and six bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of ATG Supply, LLC. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Telecommunication Network – Telecommunications Engineering is \$12,134,000.00; the amount spent year-to-date is \$247,087.00; leaving a balance available of \$11,886,913.00; of which \$73,345.00 will be spent on this purchase in 2025; leaving a balance available of \$11,813,568.00 after award; \$279,600.00 will be spent in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to ATG Supply, LLC is approved for furnishing:

60,000 ft., Approximately – Cable fiber optic 192 fiber A.D.S.S;

90,000 ft., Approximately – Cable fiber optic 48 fiber A.D.S.S;

300 Ea. – Trunnion, tangent support 48 A.D.S.S. fiber optic cable;

300 Ea. – Trunnion, single tangent support 192 A.D.S.S. fiber optic cable;

200 Ea. – Dead-end, wedge, A.D.S.S. 48 fiber optic cable;

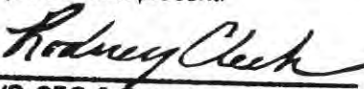
200 Ea. – Dead-end, wedge, A.D.S.S. 192 fiber optic cable;

100 Ea. – Dead-end, A.D.S.S. 192 fiber optic cable;

100 Ea. – Dead-end, A.D.S.S. 48 fiber optic cable;

Totaling \$352,945.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; delivery in 2-16 weeks, terms net 15 days.

I hereby certify that the foregoing is a true
copy of a resolution adopted by the Board of Light,
Gas and Water Commissioners at a regular meeting
held on 17th day of Sept.
2025 at which a quorum was present.


VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – Batteries, Racks, and Chargers – Sixty-Month Purchase Order
2. **Requested Funding** – Not-to-Exceed \$2,500,000.00
3. **Award Duration** – 60 Months with the Option of Two, Twelve-Month Extensions
4. **Type of Bid** – Sealed Bid
5. **Awarded To** – Saft America, Inc.
6. **Plain Language Description** – To purchase batteries, racks, and chargers for substations. The batteries, racks, and chargers are needed to provide backup power at substations. The projected quantities for the sixty-month period are listed below:
 - Lines 1 – 7: Battery Sets Quantity: 25
 - Lines 8 – 9: Battery Chargers Quantity: 25
 - Lines 10 –17: Replacement Individual Battery Cells Quantity: 25
7. **Impact** – The batteries, racks, and chargers are needed for master plan capital expansion projects and to replace equipment that has reached end-of-life at various substation facilities.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 17, 2025, approved a sixty-month purchase order for batteries, racks, and chargers and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, a sixty-month purchase order, with the option for two one-year extensions, will be awarded for batteries, racks, and chargers. These components are necessary to provide backup power at various substations, supporting master plan capital expansion projects and replacing end-of-life equipment; and

WHEREAS, bids were opened on July 23, 2025. Notice to Bidders was advertised. Ten bids were solicited, and five bids were received with the best complying and most responsive bidder being the firm of Saft America, Inc. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved a sixty-month purchase order for batteries, racks, and chargers from Saft America, Inc in an amount not-to-exceed \$2,500,000.00 chargeable to subsequent budget years as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a sixty-month purchase order for batteries, racks, and chargers to Saft America, Inc. in an amount not-to-exceed \$2,500,000.00.

A sixty-month purchase order, with the option for two one-year extensions, will be awarded for batteries, racks, and chargers. These components are necessary to provide backup power at various substations, supporting master plan capital expansion projects and replacing end-of-life equipment.

Bids were opened on July 23, 2025. Notice to Bidders was advertised. Ten bids were solicited, and five bids were received with the best complying and most responsive bidder being the firm of Saft America, Inc. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Substation – Substation Maintenance and Construction is \$25,157,372.00; the amount spent year-to-date is \$17,081,465.84; leaving a balance available of \$8,075,906.16; of which \$2,500,000.00 will be spent on this purchase in subsequent budget years as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a sixty-month purchase order to Saft America, Inc. is approved for furnishing:

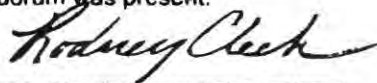
5 – Nicad battery, saft (4) EQM2S-7;

2 – Nicad battery, saft (2) RMDTSR-10EQ;

- 2 – Nicad battery, saft (1) RMDTDR-7EQ & (1) RMDTSR-7EQ;
- 6 – Nicad battery, saft (1) RM3S-14EQ;
- 6 - Nicad battery, saft (2) RM3S-9EQ;
- 2 - Nicad battery, saft (1) EQ2ULSL002022501;
- 2 - Nicad battery, EQ-E-SGX 3-1350-2 special;
- 10 - Charger, 130 VDC, 40 A, 208-volt, AT130040S208HXMXXGLXXXSAF;
- 15 - Charger, 130 VDC, 40 A, 240-volt, AT130040S240HXMXXGLXXXSAF or approved equivalent;
- 3 - Nicad battery cell, saft SPH 24 or approved equivalent;
- 3 - Nicad battery cell, saft SPH 52 or approved equivalent;
- 3 - Nicad battery cell, saft SPH 80 or approved equivalent;
- 3 - Nicad battery cell, saft SPH 90 or approved equivalent;
- 3 - Nicad battery cell, saft SPH 130 or approved equivalent;
- 6 - Nicad battery cell, saft SPH 190 or approved equivalent;
- 3 - Nicad battery cell, saft SPH 280 or approved equivalent;
- 1 - Nicad battery cell, saft SPH 320 or approved equivalent;

Totaling \$2,500,000.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices are subject to escalation / de-escalation; a 25% contingency was added to cover the escalation of the purchase price from years two through five and any unforeseen escalation; delivery in thirty weeks, terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17th day of Sept. 2025 at which a quorum was present.



VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – Power Transformers – Sixty-Month Purchase Order
2. **Requested Funding** – Not-to-Exceed \$112,000,000.00
3. **Award Duration** – 60-Months with the Option of Two, One-Year Extensions
4. **Type of Bid** – Sealed Bid
5. **Awarded To** – Prolec-GE Waukesha, Inc., Hitachi Energy, and Pennsylvania Transformer Technology
6. **Plain Language Description** – To purchase 45 power transformers for the sixty-month period. The power transformers are needed for master plan capital expansion projects and to replace electrical components that have reached end-of-life at various substation facilities.
7. **Impact** – The power transformers are needed for master plan capital expansion projects and to replace electrical components that have reached end-of-life at various substation facilities.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners, in their meeting of September 17, 2025, approved sixty-month purchase orders for power transformers and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, sixty-month purchase orders will be awarded for power transformers with the option of two, one-year extensions. The power transformers are needed for the new reliability plans, replacements, and system spares. The transformers will replace existing electrical infrastructure that has reached end-of-life and for master plan capital expansion projects; and

WHEREAS, bids were opened on July 16, 2025. Notice to Bidders was advertised. Twenty-four bids were solicited, and seven bids were received with the best complying and most responsive bidders being the firms of Prolec-GE Waukesha, Inc. and Hitachi Energy as primary partners and Pennsylvania Transformer Technology as an emergency partner. This award complies with all applicable laws and policies; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved sixty-month purchase orders for power transformers from Prolec-GE Waukesha, Inc., Hitachi Energy, and Pennsylvania Transformer Technology in a not-to-exceed amount of \$112,000,000.00 chargeable to subsequent budget years as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards sixty-month purchase orders for power transformers to Prolec-GE Waukesha, Inc. and Hitachi Energy as primary partners, and to Pennsylvania Transformer Technology as an emergency partner in an amount not-to-exceed \$112,000,000.00.

Sixty-month purchase orders will be awarded for power transformers with the option of two, one-year extensions. The power transformers are needed for the new reliability plans, replacements, and system spares. The transformers will replace existing electrical infrastructure that has reached end-of-life and for master plan capital expansion projects.

Bids were opened on July 16, 2025. Notice to Bidders was advertised. Twenty-four bids were solicited, and seven bids were received with the best complying and most responsive bidders being the firms of Prolec-GE Waukesha, Inc., and Hitachi Energy as primary partners, and Pennsylvania Transformer Technology as an emergency partner. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Substation – Substation Maintenance and Construction is \$25,157,372.00; the amount spent year-to-date is \$17,081,418.29; leaving a balance available of \$8,075,953.71; of which \$112,000,000.00 will be spent on this purchase in subsequent budget years as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis,

awards sixty-month purchase orders to Prolec-GE Waukesha, Inc., Hitachi Energy, and Pennsylvania Transformer Technology is approved for furnishing:

15 – Three phase power transformers 161000 GRDY/92950-23000Y/13280 Volts, 36/48/60//67.2 MVA DETC;

3 – Three phase power transformers 161000 GRDY/92950 - 23000Y/13280 Volts, 36/48/60//67.2 MVA LTC;

14 – Three phase power transformers 115000 GRDY/66395 - 12470Y/7200 Volts, 25/33.3/41.7//46.7 MVA DETC;

5 – Three phase power transformers 161000 GRDY/92950 - 12470Y/7200 Volts, 25/33.3/41.7//46.7 MVA DETC;

4 – Three phase power transformers 161000 GRDY/92950 - 115000 GRDY/66395/66395 - 13200 Volts, 90/120/150//168 MVA DETC;

4 – Three phase power transformers 23000 GRDY/13200 - 12470/7200 Volts, 15/20/25//28 MVA DETC;

Totaling \$112,000,000.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices are subject to escalation / de-escalation; a 25% contingency to cover the escalation of the purchase price from years two through five and any unforeseen increases; Substation Engineering has the authority to select the supplier and time slots for all purchases made on behalf of the Division; delivery is 52 – 170 weeks, terms net 30 days.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17th day of Sept. 2025 at which a quorum was present.



VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12568 - (*formerly Contract No. C2569*) - Aerial Patrol of Gas Transmission Right-of-Way**
- 2. Requested Funding – \$140,400.00**
- 3. Award Duration – Ratification and Renewal two (2) of four (4) (August 30, 2025 through August 29,2026)**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded To – Tennessee Helicopter Services, Inc.**
- 6. Plain Language Description – Tennessee Helicopter Services, Inc. is responsible for flying MLGW Gas personnel across approximately 200 miles of natural gas transmission infrastructure in search of encroachment issues, soil erosion, damages, failure points, etc.**
- 7. Impact – This project is necessary for compliance with 49 CFR 192.705, Transmission Lines: Patrolling and for MLGW awareness and response to encroachment onto our natural gas transmission rows.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 17, 2025 approved Ratification and Renewal (*Change No. 3*) to Contract No. 12568, (*formerly Contract No. C2569*), Aerial Patrol Survey Gas Transmission Right of Way with Tennessee Helicopter Services to ratify and renew the current contract in the funded amount of \$140,400.00, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to meet MLGW's compliance with 49 CFR192.705 - Transmission lines: Patrolling by performing bi-weekly aerial survey or all Natural Gas Transmission lines. The contract award was based on the lowest and best bid received using the Sealed Bid selection process; and

WHEREAS, this change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering August 30, 2025 through August 29, 2026 in the amount of \$140,000.00, with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$290,399.99; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Ratification and Renewal (*Change No. 3*) to Contract No. 12568, (*formerly Contract No. C2569*), Aerial Patrol Survey Gas Transmission Right of Way with Tennessee Helicopter Services to ratify and renew the current contract in the funded amount of \$140,400.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Ratification and Renewal (*Change No. 3*) to Contract No. 12568 (*formerly Contract No. C2569*), Aerial Patrol Survey Gas Transmission Right of Way with Tennessee Helicopter Services to ratify and renew the current contract in the funded amount of \$140,400.00.

The project scope is to meet MLGW's compliance with 49 CFR192.705 - Transmission lines: Patrolling by performing bi-weekly aerial survey on all Natural Gas Transmission lines. The contract award was based on the lowest and best bid received using the Sealed Bid selection process.

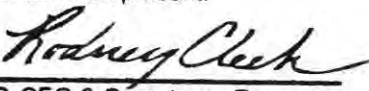
This change is to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering August 30, 2025 through August 29, 2026 in the amount of \$140,400.00, with no increase in rates from the previous term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$290,399.99.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Ratification and Renewal (*Change No. 3*) to Contract No. 12568 (*formerly Contract No. C2569*), Aerial Patrol Survey Gas Transmission Right of Way with Tennessee Helicopter Services to ratify and renew the current contract in the funded amount of \$140,000.00, as outlined in the above preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Ratification and Renewal.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17th day of Sept. 2025 at which a quorum was present.



VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

- 1. Short title description – Contract No. 12288 – Gas Matrix Utility Landscaping**
- 2. Funded Amount - \$267,411.85**
- 3. Award Duration – Increase (February 14, 2025 through February 13, 2026)**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded to – Enlightenment, Inc. DBA APS Facility Landscaping**
- 6. Plain Language Description – This change order is necessary to address the increase in unplanned special projects in order to complete our base line workload. This change order is to go into effect immediately for this third renewal term that will end February 13, 2026.**
- 7. Impact – To reduce claims filed against MLGW for unfinished customer work that involves property restoration, and to maintain customer satisfaction when MLGW gas crews are working within the utility easement that is next to private property.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 17, 2025 approved Increase (*Change No. 4*) to Contract No. 12288, Gas Matrix Utility Landscaping with Enlightenment, Inc. dba APS Facility Maintenance, to increase the current contract in the funded amount of \$267,411.85, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to supply supplemental landscaping services to MLGW's Gas Construction and Maintenance crews as required to restore areas disturbed by underground gas utility construction. This includes pumping water and back-filling excavations, performing finish grading, sodding, or seeding to match the existing landscape, removing sod and brush from gas meter locations, as well as removal and installation of ornamental bushes and small trees. The contract award was based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to increase the contract value in the amount of \$267,411.85 to cover unplanned emergency projects, more intensive yard repairs associated with Steel Tap Replacement Projects and a larger scope for restoration tickets. The term of the contract will remain through February 13, 2026. This change complies with all applicable laws and policies. The new contract value will be \$1,873,157.29; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Increase (*Change No. 4*) to Contract No. 12288, Gas Matrix Utility Landscaping with Enlightenment, Inc. dba APS Facility Maintenance, to change the current contract in the funded amount of \$267,411.85 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Increase (*Change No. 4*) to Contract No. 12288, Gas Matrix Utility Landscaping with Enlightenment, Inc. dba APS Facility Maintenance, to increase the current contract in the funded amount of \$267,411.85.

The project scope is to supply supplemental landscaping services to MLGW's Gas Construction and Maintenance crews as required to restore areas disturbed by underground gas utility construction. This includes pumping water and back-filling excavations, performing finish grading, sodding, or seeding to match the existing landscape, removing sod and brush from gas meter locations, as well as removal and installation of ornamental bushes and small trees. The contract award was based on the lowest and best bid using the Sealed Bid process.

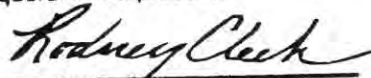
This change is to increase the contract value in the amount of \$267,411.85 to cover unplanned emergency projects, more intensive yard repairs associated with Steel Tap Replacement Projects and a larger scope for restoration tickets. The term of the contract will remain through February 13, 2026. This change complies with all applicable laws and policies. The new contract value will be \$1,873,157.29.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Increase (*Change No. 4*) to Contract No. 12288, Gas Matrix Utility Landscaping with Enlightenment, Inc. dba APS Facility Maintenance to increase the current contract in the funded amount of \$267,411.85, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Change.

I hereby certify that the foregoing is a true
copy of a resolution adopted by the Board of Light,
Gas and Water Commissioners at a regular meeting
held on 17th day of Sept.
2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description – MLGW Utility Payment Centers**
2. **Requested Funding – \$250,338.00**
3. **Award Duration – Renewal (Fourth and final covering May 15, 2026 through May 14, 2027)**
4. **Type of Bid – RFP**
5. **Awarded To – Firstech, Inc.**
6. **Plain Language Description** – This will allow MLGW customers the ability to pay their utility bills at over 200 authorized pay agent locations in Memphis and surrounding areas of Shelby County.
7. **Impact** – MLGW customers will have the ability to make their utility payments in person at these authorized pay agent locations.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 17, 2025 approved Renewal (*Change No. 4*) to Contract No. 12286, MLGW Utility Payment Centers with FirsTech, Incorporated to renew the current contract in the funded amount of \$250,338.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide authorized pay agents in Memphis and Shelby County, Tennessee to accept, process, and transmit MLGW customers' utility bill payments for credit to customer accounts and deposit to banks (cash, check, or money order). The contract award was based on the Request for Proposals ("RFP") selection process; and

WHEREAS, this change is to renew the current contract for the fourth and final renewal term for the period covering May 15, 2026 through May 14, 2027 in the amount of \$250,338.00, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$1,308,039.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 4*) to Contract No. 12286, MLGW Utility Payment Centers with FirsTech, Incorporated to renew the current contract in the funded amount of \$250,338.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal (*Change No. 4*) to Contract No. 12286, MLGW Utility Payment Centers with FirsTech, Incorporated to renew the current contract in the funded amount of \$250,338.00.

The project scope is to provide authorized pay agents in Memphis and Shelby County, Tennessee to accept, process, and transmit MLGW customers' utility bill payments for credit to customer accounts and deposit to banks (cash, check, or money order). The contract award was based on the Request for Proposals ("RFP") selection process.

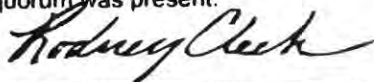
This change is to renew the current contract for the fourth and final renewal term for the period covering May 15, 2026 through May 14, 2027 in the amount of \$250,338.00, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$1,308,039.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Renewal (*Change No. 4*) to Contract No. 12286, MLGW Utility Payment Centers with FirsTech, Incorporated to renew the current contract in the funded amount of \$250,338.00, as outlined in the above preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17th day of Sept., 2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. **Short Title Description** – One-Ton Service Trucks
2. **Requested Funding** – \$364,766.56
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sealed Bid
5. **Awarded To** – AutoNation Ford Memphis
6. **Plain Language Description** – To purchase five, one-ton service trucks to be used by Division crews to maintain the electric, gas, and water systems and for various customer service functions.
7. **Impact** – MLGW operates a fleet of 230 one-ton service trucks and has budgeted to replace 29 in 2025 as part of its planned procurement. Four of the five, one-ton service trucks included in this purchase will replace existing service trucks that will be retired from service.



RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 17, 2025 approved the purchase of one-ton service trucks and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the one-ton service trucks will be used by Division crews to maintain electric, gas, and water systems and for various customer service functions. Four of the units will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs; and

WHEREAS, bids were opened on August 6, 2025. Notice to Bidders was advertised. Seven bids were solicited, and two bids were received with the best complying and most responsive bidder being the firm of AutoNation Ford Memphis. This award complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the purchase of one-ton service trucks from AutoNation Ford Memphis in the amount of \$364,766.56 chargeable to subsequent budget year as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for one-ton service trucks to AutoNation Ford Memphis in the amount of \$364,766.56.

The one-ton service trucks will be used by Division crews to maintain electric, gas, and water systems and for various customer service functions. Four of the units will replace existing equipment that will be retired from service based on age, actual operational usage, projected usage, repair cost and frequency, parts availability, and effectiveness to meet the Division's needs.

Bids were opened on August 6, 2025. Notice to Bidders was advertised. Seven bids were solicited, and two bids were received with the best complying and most responsive bidder being the firm of AutoNation Ford Memphis. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Transportation – Vehicle Acquisition and Training is \$7,675,000.00; the amount spent year-to-date is \$4,701,524.73; leaving a balance available of \$2,973,475.27; of which \$364,766.56 will be spent on this purchase in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to AutoNation Ford Memphis is approved for furnishing:

1 – Latest model crew cab and chassis, four-wheel drive, 60-inch cab to axle (CA) dimension, and dual rear wheels with skirted stake body, all in accordance with Division Specification No. TST-25-5018-4WD;

1 – Latest model crew cab and chassis, 84-inch cab to axle (CA) dimension, and dual rear wheels with a twelve-foot concrete body, all in accordance with Division Specification No. TCB-25-5212;

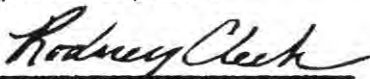
1 - Latest model One-Ton Regular Cab and Chassis, two-wheel drive with single rear wheels and 60-inch cab to axle (CA) dimension with service body, all in accordance with Division Specification No. TSWSB-25-5207;

1 - Latest model one-ton regular cab and chassis, two-wheel drive with dual rear wheels and 60-inch cab to axle (CA) dimension with service body, all in accordance with Division Specification No. TDWSB-25-5208;

1 - Latest model One-Ton Regular Cab and Chassis, two-wheel drive with dual rear wheels and 60-inch cab to axle (CA) dimension with service body, all in accordance with Division Specification No. TDWSB-25-5208.

Totaling \$364,766.56; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; delivery in 26 weeks; terms net 30 days.

I hereby certify that the foregoing is a true
copy of a resolution adopted by the Board of Light,
Gas and Water Commissioners at a regular meeting
held on 17th day of Sept.
2025 at which a quorum was present.


VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

1. Description of the Item

Resolution approving the recommended annual salary of \$127,279.80 to fill the vacant new hire position of Supervisor of Internal Audit.

2. Additional Information

The President & CEO and the Interim Chief People Officer have recommended to the Board of Light, Gas, and Water Commissioners that they approve an annual salary of \$127,279.80 for a new hire position: Supervisor of Internal Audit, subject to the consent and approval of the City Council of the City of Memphis.

RESOLUTION

WHEREAS, MLGW desires to hire a candidate to fill the vacant position of Supervisor of Internal Audit; and

WHEREAS, the Board of Memphis Light, Gas, and Water Commissioners at their meeting on September 17, 2025, approved an annual salary of \$127,279.80 for the Supervisor of Internal Audit position; and

WHEREAS, Memphis City Substitute Ordinance No. 5897 provides that the salary of executive management or other employees over \$120,000.00 be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, The annual salary of \$127,279.80 is hereby approved for the vacant Supervisor of Internal Audit position.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

WHEREAS MLGW desires to hire a candidate to fill the vacant position of Supervisor of Internal Audit at an annual salary of \$127,279.80; and

WHEREAS, the President & CEO and the Interim Chief People Officer recommend to the Board of Memphis Light, Gas & Water Commissioners an annual salary in the amount of \$127,279.80 for a candidate for the Supervisor of Internal Audit.

NOW THEREFORE BE IT RESOLVED by the Board of Memphis Light, Gas & Water Commissioners:

THAT, subject to the consent and approval of the City Council of the City of Memphis, the annual salary for the Supervisor of Internal Audit in the amount of \$127,279.80 is hereby approved.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17th day of September, 2025, at which a quorum was present.



VP, CFO & Secretary - Treasurer

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12103 – Workers' Compensation Stop Loss Brokering**
- 2. Requested Funding – \$60,000.00**
- 3. Award Duration – Ratification and one (1) year extension (October 1, 2025 through October 31, 2026)**
- 4. Type of Bid – RFP**
- 5. Awarded To – Willis Towers Watson of Tennessee, Inc.**
- 6. Plain Language Description – The broker is needed as part of the requirements for soliciting, implementing and maintaining a Workers' Compensation Stop Loss insurance policy.**
- 7. Impact – This contract will keep MLGW in compliance with the State mandated requirement for supporting our Workers' Compensation Stop Loss policy.**

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 17, 2025 approved Change No. 5 to Contract No. 12103, Workers' Compensation Stop Loss Brokering with Willis Towers Watson of Tennessee, Inc. to ratify and extend the current contract in the funded amount of \$60,000.00, and is now recommending to the Council of the City of Memphis that it approves said ratification and extension as approved; and

WHEREAS, the project scope is to obtain an experienced Broker to secure State mandated stop loss coverage for MLGW's Workers' Compensation Program. The contract award was based on the Request for Proposal ("RFP") evaluation process; and

WHEREAS, This change is to ratify and extend the current contract for one (1) additional year for the period covering October 1, 2025 through October 31, 2026 in the amount of \$385,267.00; of which, \$360,481.00 will be absorbed in the current contract value. This extension reflects an overall 8.5% increase in premium (which does not include the Broker's Fee) from the previous term due to inflation and increasing cost for this type of coverage. MLGW is also requesting additional funds to cover the Broker's fee in the amount of \$35,000.00, which increased from \$30,000.00 to \$35,000.00 for this extension. The total amount requested for this extension is \$60,000.00. This ratification and extension complies with all applicable laws and policies. The new contract value is \$2,039,407.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 5 to Contract No. 12103, Workers' Compensation Stop Loss Brokering with Willis Towers Watson of Tennessee, Inc. to ratify and extend the current contract in the funded amount of \$60,000.00 as approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 17, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 5 to Contract No. 12103, Workers' Compensation Stop Loss Brokering with Willis Towers Watson of Tennessee, Inc. to ratify and extend the current contract in the funded amount of \$60,000.00.

The project scope is to obtain an experienced Broker to secure State mandated stop loss coverage for MLGW's Workers' Compensation Program. The contract award was based on the Request for Proposals ("RFP") evaluation process.

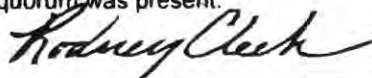
This change is to ratify and extend the current contract for one (1) additional year for the period covering October 1, 2025 through October 31, 2026 in the amount of \$385,267.00; of which, \$360,481.00 will be absorbed in the current contract value. This extension reflects an overall 8.5% increase in premium (which does not include the Broker's Fee) from the previous term due to inflation and increasing cost for this type of coverage. MLGW is also requesting additional funds to cover the Broker's fee in the amount of \$35,000.00, which increased from \$30,000.00 to \$35,000.00 for this extension. The total amount requested for this extension is \$60,000.00. This ratification and extension complies with all applicable laws and policies. The new contract value is \$2,039,407.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 5 to Contract No. 12103, Workers' Compensation Stop Loss Brokering with Willis Towers Watson of Tennessee, Inc. to ratify and extend the current contract in the funded amount of \$60,000.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification and Extension.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 17th day of Sept. 2025 at which a quorum was present.



VP, CFO & Secretary - Treasurer



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000) GENERAL OBLIGATION BONDS AND BOND ANTICIPATION NOTES OF THE CITY OF MEMPHIS, TENNESSEE, PURSUANT TO THE LOCAL GOVERNMENT PUBLIC OBLIGATIONS ACT OF 1986, BEING TITLE 9, CHAPTER 21, OF THE TENNESSEE CODE ANNOTATED, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS IN THE CITY.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

FINANCE DIVISION

3. State whether this is a change to an existing ordinance or resolution, if applicable.

THERE IS NO CHANGE TO AN EXISTING ORDINANCE OR RESOLUTION.

4. State whether this will impact specific council districts or super districts.

N/A

5. State whether this requires a new contract, or amends an existing contract, if applicable.

N/A

6. State whether this requires an expenditure of funds/requires a budget amendment.

THIS RESOLUTION DOES NOT REQUIRE AN EXPENDITURE OF FUNDS OR A BUDGET AMENDMENT.

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000) GENERAL OBLIGATION BONDS AND BOND ANTICIPATION NOTES OF THE CITY OF MEMPHIS, TENNESSEE, PURSUANT TO THE LOCAL GOVERNMENT PUBLIC OBLIGATIONS ACT OF 1986, BEING TITLE 9, CHAPTER 21, OF THE TENNESSEE CODE ANNOTATED, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS IN THE CITY.

BE IT RESOLVED by the Council of the City of Memphis, Tennessee as follows:

1. It is hereby determined that there shall be issued and there are hereby authorized to be issued general obligation bonds of the City of Memphis, Tennessee (the "City"), in the maximum principal amount of not to exceed One Hundred Fifty Million Dollars (\$150,000,000), pursuant to the Local Government Public Obligations Act of 1986, being Title 9, Chapter 21, of the Tennessee Code Annotated (the "Code"), for the purpose of financing the cost of any one (1) or any combination of the following public works projects:

Acquisitions of land for the purpose of providing or preserving open land; airports; alleys; ambulances; auditoriums; bridges; city and town halls; convention and event centers; corrective, detention, and penal facilities, including, but not limited to, jails and transition centers; courthouses; culverts; curbs; dispensaries; drainage systems, including storm water sewers and drains; electric plants and systems; equipment, including vehicles; technology equipment and related software used for local government purposes; expositions; facilities for persons with disabilities; facilities for the indigent; fairgrounds and fairground facilities; fire department equipment and buildings; fire alarm systems; flood control; garbage collection and disposal systems; gas and natural gas systems and storage facilities; greenways; heat plants and systems; harbor and riverfront improvements; health centers and clinics, including medical and

the development of a public works project, and all other items relating to a public works project as provided in Section 9-21-105(22) of the Code.

2. Such bonds shall bear interest at such rate or rates not to exceed the maximum rate permitted by law at the time of sale thereof, payable in such manner and at such times as shall hereafter be determined by or pursuant to a subsequent resolution of the Council of the City.

3. Such bonds shall be payable from ad valorem taxes levied upon all the taxable property in the City and the full faith and credit and unlimited taxing power of the City shall be pledged to the punctual payment of the principal thereof and the interest thereon.

4. The City may issue general obligation bond anticipation notes, including bond anticipation notes issued as commercial paper, in anticipation of the issuance of such bonds, pursuant to and in accordance with the Code. Appropriate officials and employees of the City are authorized to apply to appropriate officials, offices and departments of the State of Tennessee as may be necessary or advisable to issue and sell such notes, including for the extension or renewal of such notes to the maximum extent permitted by law.

5. In the event that it is determined that it is in the City's best financial interest to expend moneys from other sources of the City prior to issuance of such bonds and notes and to reimburse such expenditures from such other sources from the proceeds of such bonds and notes when sold, the Chief Financial Officer is hereby authorized to declare from time to time the official intent on behalf of the City as to reimbursement from the proceeds of such bonds and notes of expenditures made from other sources of the City.

6. This complete resolution shall be published once in a newspaper of general circulation in the City, together with a notice substantially in the form prescribed by Section 9-21-206 of the Code.

7. This resolution shall take effect immediately upon its adoption.

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of the publication hereof, a petition signed by at least ten percent (10%) of the registered voters of the local government, (or the portion thereof being taxed for the bonds) shall have been filed with the Comptroller of the City of Memphis protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

T-077



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

RESOLUTION OF THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000) AGGREGATE PRINCIPAL AMOUNT OF CITY OF MEMPHIS, TENNESSEE, GENERAL IMPROVEMENT BONDS, SERIES 2025, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS AND/OR PAYING AT MATURITY THE PRINCIPAL OF CERTAIN OUTSTANDING BOND ANTICIPATION NOTES OF THE CITY ISSUED AS GENERAL OBLIGATION COMMERCIAL PAPER.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

FINANCE DIVISION

3. State whether this is a change to an existing ordinance or resolution, if applicable.

THERE IS NO CHANGE TO AN EXISTING ORDINANCE OR RESOLUTION.

4. State whether this will impact specific council districts or super districts.

N/A

5. State whether this requires a new contract, or amends an existing contract, if applicable.

N/A

6. State whether this requires an expenditure of funds/requires a budget amendment.

THIS RESOLUTION DOES REQUIRE AN EXPENDITURE OF FUNDS AND A BUDGET AMENDMENT.

THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE

AUTHORIZING BOND RESOLUTION

RESOLUTION OF THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000) AGGREGATE PRINCIPAL AMOUNT OF CITY OF MEMPHIS, TENNESSEE, GENERAL IMPROVEMENT BONDS, SERIES 2025, FOR THE PURPOSE OF FINANCING THE COST OF PUBLIC WORKS PROJECTS AND/OR PAYING AT MATURITY THE PRINCIPAL OF CERTAIN OUTSTANDING BOND ANTICIPATION NOTES OF THE CITY ISSUED AS GENERAL OBLIGATION COMMERCIAL PAPER; MAKING PROVISIONS FOR THE RAISING ANNUALLY BY THE CITY OF A SUM SUFFICIENT TO PAY, AS THE SAME SHALL BECOME DUE, THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS AND DELEGATING TO THE CHIEF FINANCIAL OFFICER OF THE CITY THE AUTHORITY TO DETERMINE ADDITIONAL DETAILS; APPOINTING THE PAYING AND REGISTRATION AGENT FOR SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE COMPETITIVE PUBLIC SALE OF SUCH BONDS AND APPROVING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO SUCH BONDS AND APPROVING THE FORM THEREOF; AUTHORIZING AND APPROVING AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND AUTHORIZING CERTAIN OTHER MATTERS WITH RESPECT TO THE ISSUANCE AND SALE OF SAID BONDS.

BE IT RESOLVED by the Council of the City of Memphis, Tennessee, as follows:

SECTION 1. Findings and Determinations.

(a) The Council of the City of Memphis, Tennessee (the "**Council**"), on May 21, 2024, duly adopted an initial resolution (the "**Initial Resolution**") authorizing the issuance of general obligation bonds of the City of Memphis, Tennessee (the "**City**"), in the maximum principal amounts of One Hundred Fifty Million Dollars (\$150,000,000), for the purpose of financing various public works projects of the City, as further described therein.

(b) Pursuant to the Initial Resolution and a resolution adopted by the Council on June 9, 2012 (the "**Commercial Paper Resolution**"), the City issued and currently there are outstanding \$150,000,000 maximum principal amount of bond anticipation notes issued as general obligation commercial paper (the "**Commercial Paper**"), maturing on various dates, for the purposes of financing various public works projects of the City or paying at maturity Commercial Paper theretofore issued for such purpose or to refinance outstanding Commercial Paper.

(c) The City deems it to be in its best interests to provide at this time, by adoption of this Resolution, for the issuance of general obligation bonds of the City to: (i) provide for the payment of \$150,000,000 principal amount of outstanding Commercial Paper (the "**Outstanding Notes**") at their respective maturities, the interest on the Commercial Paper due upon maturity to

be paid from other available moneys of the City; (ii) finance various public works projects of the City; and (iii) provide for the payment of certain costs of issuance related to the Series 2025 Bonds (as hereinafter defined).

SECTION 2. Approval and Authorization of Series 2025 Bonds. There is hereby authorized to be issued, sold and delivered under the Initial Resolution and this Resolution, one or more series of general improvement bonds of the City in the maximum aggregate principal amount of not to exceed One Hundred Fifty Million Dollars (\$150,000,000) to be designated "City of Memphis, Tennessee General Improvement Bonds, Series 2025" (the "**Series 2025 Bonds**"), or such other designation as the Chief Financial Officer of the City (the "**Chief Financial Officer**") may determine is appropriate, for the purposes of: (a) paying the principal of \$150,000,000 principal amount of Outstanding Notes at their respective maturities, interest on such Commercial Paper due at maturity to be paid from other available moneys of the City; (b) financing the cost of public works projects; and (c) paying certain costs of issuance related to the Series 2025 Bonds.

SECTION 3. Certain Details of the Series 2025 Bonds. The Series 2025 Bonds, or such portion thereof as shall be determined by the Chief Financial Officer, shall be sold at one time or from time to time on a date or dates to be selected by the Chief Financial Officer. The Series 2025 Bonds of each series shall be numbered from R-1 upwards in order of issuance. The Series 2025 Bonds shall be dated as of a date to be determined by the Chief Financial Officer, shall be issued in the denomination of \$5,000 each or any integral multiple thereof, and shall bear interest payable initially and semiannually thereafter in each year on the dates and at the rates per annum, not to exceed six percent (6%) per annum, to be determined by the Chief Financial Officer. The Series 2025 Bonds shall mature in serial or term forms not later than the end of the 30th fiscal year of the City following the fiscal year of the City in which the Series 2025 Bonds are issued, on the maturity dates and in the amounts to be determined by the Chief Financial Officer.

The Series 2025 Bonds shall be issued only in fully registered form without coupons. One Series 2025 Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"), as registered owner of the Series 2025 Bonds, and each such Series 2025 Bond shall be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2025 Bonds. Individual purchases will be made in book-entry-only form. Purchasers will not receive physical delivery of certificates representing their interest in the Series 2025 Bonds except as provided by **Section 4** hereof.

Unless the City agrees otherwise, so long as DTC or its nominee is the registered owner of the Series 2025 Bonds as such securities depository, payments of principal, premium, if any, and interest payments on the Series 2025 Bonds will be made by the City through the Paying and Registration Agent named below, by wire transfer to DTC or its nominee, Cede & Co., as registered owner of the Series 2025 Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Series 2025 Bonds. Transfer of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Series 2025 Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Series 2025 Bonds will be accomplished by book

entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Series 2025 Bonds.

The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Series 2025 Bonds.

Regions Bank is hereby appointed as paying agent and as registration agent for the Series 2025 Bonds (the "**Paying and Registration Agent**").

SECTION 4. Procedure in the Event of Revision of Book-Entry Transfer System; Replacement Bonds. The City shall issue Series 2025 Bond certificates (the "**Replacement Bonds**") directly to the beneficial owners of the Series 2025 Bonds other than DTC, or its nominee, but only in the event that:

(a) DTC determines to discontinue providing its services with respect to the Series 2025 Bonds at any time by giving notice to the City and discharging its responsibilities; or

(b) the City discontinues use of DTC (or substitute depository or its successor) at any time upon determination by the City that the use of DTC (or substitute depository or its successor) is no longer in the best interests of the City and the beneficial owners of the Series 2025 Bonds, subject to applicable procedures of DTC. The City and the Paying and Registration Agent may rely upon information provided by DTC, DTC participants or other nominees of beneficial owners, or beneficial owners with respect to the names, addresses and amounts owned by the beneficial owners and other information supplied by them for the purpose of delivering the Replacement Bonds.

Upon occurrence of the events described in either (a) or (b) above, the City shall attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall execute and deliver Replacement Bonds in substantially the form set forth in **Section 11** hereof. Such Replacement Bonds shall bear thereon a certificate of authentication in the form set forth in **Section 11** hereof executed manually, by facsimile, or by electronic means by an authorized officer of the Paying and Registration Agent as registration agent for the City. Only such Series 2025 Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Series 2025 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by an authorized officer of the Paying and Registration Agent. Any such certificate of the Paying and Registration Agent upon any Series 2025 Bond executed on behalf of the City shall be conclusive evidence that the Series 2025 Bond so authenticated has been duly authenticated and delivered under this Resolution and that the registered owner of such Series 2025 Bond is entitled to the benefits and security of this Resolution.

Prior to the execution and delivery of Replacement Bonds, the City shall notify the beneficial owners of the Series 2025 Bonds by mailing an appropriate notice to DTC. Principal of and interest on the Replacement Bonds shall be payable by check or draft mailed to each registered owner of such Replacement Bonds at the address of such owner as it appears in the books of

registry maintained by the Paying and Registration Agent. Replacement Bonds will be transferable only by presentation and surrender to the Paying and Registration Agent, together with an assignment duly executed by the registered owner of the Replacement Bond or by such owner's representative in form satisfactory to the Paying and Registration Agent and containing information required by the Paying and Registration Agent in order to effect such transfer.

The City may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to an exchange or transfer of a Series 2025 Bond and may charge the person requesting such exchange or transfer a sum or sums which shall be paid as a condition precedent to the exercise of the privilege of making such exchange or transfer.

SECTION 5. Redemption. Any or all of the Series 2025 Bonds (or portions thereof in installments of \$5,000) may be subject to redemption at the option of the City and, in the case of term Series 2025 Bonds, be subject to mandatory sinking fund redemption, prior to their stated maturities, in whole at any time or in part from time to time; provided, however, that subject to the next proviso, the initial optional redemption date for Series 2025 Bonds shall be a date that is no later than eleven (11) years after the end of the fiscal year in which the Series 2025 Bonds are issued; provided further, however, that any Series 2025 Bond also may be made non-redeemable prior to maturity. The redemption provisions for the Series 2025 Bonds, if any, shall be finally determined by the Chief Financial Officer.

If any Series 2025 Bond (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such Series 2025 Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of such Series 2025 Bond is to be redeemed, that such Series 2025 Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new Series 2025 Bond or Series 2025 Bonds will be issued equaling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the registered owner of such Series 2025 Bond at such owner's address as it appears on the books of registry kept by the Paying and Registration Agent as of the close of business on the forty-fifth (45th) day preceding the date fixed for redemption; provided, however, that any notice of redemption may state that it is conditioned upon the receipt by the Paying and Registration Agent of sufficient moneys to pay the redemption price, plus interest accrued and unpaid to the redemption date, or upon satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any other such event occurs. Notice of such rescission shall be given by the Paying and Registration Agent to affected registered owners of Series 2025 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event and shall be given in the same manner as the notice of redemption was given.

If notice of the redemption of any Series 2025 Bond shall have been given as aforesaid, and payment of the principal amount of such Series 2025 Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest and premium, if any, payable upon

such redemption shall have been duly made or provided for, interest on such Series 2025 Bond shall cease to accrue from and after the date so specified for redemption thereof. The failure of any registered owner to receive any such mailed notice shall not affect the sufficiency or validity of the proceedings for the redemption of the related Series 2025 Bonds.

Notwithstanding the foregoing, so long as the Series 2025 Bonds are registered in the name of DTC or its nominee for purchase in book-entry-only form, (i) any notice of redemption or of rescission of conditional notice of redemption will be given only to DTC or its nominee, (ii) notice of redemption given to DTC or its nominee may be given at such time and in such manner as is required by the operational procedures of DTC or its nominee, (iii) the selection of beneficial ownership interests in the Series 2025 Bonds to be redeemed within a maturity may be determined in accordance with such procedures, and (iv) the City shall not be responsible for providing any beneficial owner of the Series 2025 Bonds with any such notice.

The Series 2025 Bonds may be made subject to purchase in lieu of redemption as determined by the Chief Financial Officer.

SECTION 6. Security. The full faith and credit and unlimited taxing power of the City as to all taxable property in the City are hereby pledged to the punctual payment of the principal of and interest on the Series 2025 Bonds. In accordance with the provisions of the Tennessee Code Annotated (“T.C.A.”) Section 9-21-215, it is hereby recited that adequate provision will be made for raising annually by tax upon all property subject to taxation by the City of a sum sufficient to pay the interest on and principal of the Series 2025 Bonds as the same shall become due. The City hereby agrees that a tax sufficient to pay when due such principal and such interest shall be levied annually and assessed, collected and paid in like manner with the other taxes of the City and shall be in addition to all other taxes authorized or limited by applicable law. This Resolution shall be deemed to be the tax resolution required to be adopted in respect of the Series 2025 Bonds under T.C.A. Section 9-21-215. It is the duty of the Council to include in the annual levy a tax sufficient to pay the principal of and interest on the Series 2025 Bonds as the same become due. If any part of the principal of or interest on any of the Series 2025 Bonds are not paid when due, there shall be levied and assessed by the Council and collected by the proper collecting officers at the first assessment, levy and collection of taxes in the City after such omission or failure, a tax sufficient to pay the same.

SECTION 7. Execution and Authentication of Series 2025 Bonds. The Series 2025 Bonds shall be executed on behalf of the City with the manual, facsimile or electronic signatures of the Mayor of the City and of the Comptroller of the City (the “**City Comptroller**”), to the extent allowable by law, and shall have impressed or imprinted thereon or affixed thereto, by manual, facsimile or electronic means (to the extent allowable by law), the official seal of the City. In the case of any officer of the City whose signature (which may be manual, facsimile or electronic, to the extent allowable by law) shall appear on the Series 2025 Bonds shall cease to be such officer before the delivery of such Series 2025 Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Series 2025 Bonds shall bear thereon a certificate of authentication in the form set forth in **Section 11** hereof executed manually, by facsimile, or by electronic means (to the extent allowable by applicable law) by an authorized officer of the Paying and Registration Agent. No Series 2025

Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by an authorized officer of the Paying and Registration Agent.

SECTION 8. Payment of Series 2025 Bonds; Books of Registry; Exchanges and Transfers of Series 2025 Bonds.

(a) Payment of the Series 2025 Bonds.

(i) At any time during which the Series 2025 Bonds shall be in fully registered form, the interest on the Series 2025 Bonds shall be payable by wire transfer or by check or draft mailed by the Paying and Registration Agent to the registered owners of the Series 2025 Bonds at their addresses as the same appear on the books of registry as of a record date determined by the Chief Financial Officer, and the principal of and premium, if any, on the Series 2025 Bonds shall be payable at the principal office of the Paying and Registration Agent or any other office of the Paying and Registration Agent designated for such purpose; provided, however that at any time during which the Series 2025 Bonds shall be in book-entry-only form, the principal of and premium, if any, and interest on the Series 2025 Bonds shall be payable in accordance with the provisions of **Section 3** hereof.

(ii) The Series 2025 Bonds shall be payable, with respect to principal, premium, if any, and interest, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) Books of Registry; Exchanges and Transfers of Series 2025 Bonds.

(i) At all times during which any Series 2025 Bond remains outstanding and unpaid, the Paying and Registration Agent shall keep, or cause to be kept, at its principal office or any other office of the Paying and Registration Agent designated for such purpose, books of registry for the registration, exchange and transfer of the Series 2025 Bonds. Upon presentation at the principal office of the Paying and Registration Agent or any other office of the Paying and Registration Agent designated for such purpose, the Paying and Registration Agent, under such reasonable regulations as it may prescribe, shall register, exchange, transfer, or cause to be registered, exchanged or transferred, on the books of registry the Series 2025 Bonds as herein set forth.

(ii) Any Series 2025 Bond may be exchanged for a like aggregate principal amount of such Series 2025 Bonds in authorized principal amounts of the same interest rate and maturity.

(iii) Any Series 2025 Bond may, in accordance with its terms, be transferred upon the books of registry by the person in whose name it is registered, in person or by its duly authorized agent, upon surrender of such Series 2025 Bond to the Paying and Registration Agent for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or its duly authorized agent, in form satisfactory to the Paying and Registration Agent.

(iv) All transfers or exchanges pursuant to this **Section 8(b)** shall be made without expense to the registered owner of such Series 2025 Bond, except as otherwise herein

provided, and except that the Paying and Registration Agent shall require the payment of the registered owner of the Series 2025 Bond requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All Series 2025 Bonds surrendered pursuant to this **Section 8(b)** shall be canceled.

SECTION 9. CUSIP Identification Numbers. CUSIP identification numbers may be printed on the Series 2025 Bonds, but neither the failure to print any such number on any Series 2025 Bond, nor any error or omission with respect thereto, shall constitute cause for failure or refusal by the purchaser(s) of the Series 2025 Bonds to accept delivery of and pay for the Series 2025 Bonds in accordance with the terms of its proposal to purchase the Series 2025 Bonds. No such number shall constitute or be deemed to be a part of any of the Series 2025 Bonds or a part of the contract evidenced thereby, and no liability shall attach to the City or any of its officers or agents because of or on account of any such number or any use made thereof.

SECTION 10. Tax Covenant. The City covenants and agrees to comply with the provisions of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder or otherwise applicable thereto, in each case whether prospective or retroactive, that must be satisfied in order that interest on the Series 2025 Bonds shall be and continue to be excluded from gross income for federal income tax purposes under said Sections 103 and 141 through 150.

SECTION 11. Form of Series 2025 Bonds. The Series 2025 Bonds shall be in substantially the form set forth below with such necessary or appropriate variations, omissions and insertions as are incidental to their series, numbers, interest rates and maturities or as are otherwise permitted or required by law or this Resolution:

[Remainder of Page Intentionally Left Blank]

T-077

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE PAYING AND REGISTRATION AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED

No. R-____

REGISTERED

\$_____

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MEMPHIS, TENNESSEE**

GENERAL IMPROVEMENT BONDS, SERIES 2025

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP
	_____, 2025	_____, 20__	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Memphis, Tennessee (hereinafter referred to as the “City”), for value received, hereby promises to pay the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above), [unless this Bond is subject to redemption prior to maturity and shall have been called for previous redemption and payment of the redemption price shall have been duly made or provided for], the Principal Amount (specified above), and to pay interest on such Principal Amount semiannually on each _____ and _____ thereafter until the payment of such Principal Amount at the Interest Rate (specified above) per annum, calculated on the basis of a [30-day month and a 360-day] year, by wire transfer or by check or draft mailed by the Paying and Registration Agent hereinafter mentioned to the Registered Owner in whose name this Bond is registered on the books of registry kept and maintained by the Paying and Registration Agent as of the close of business on the fifteenth (15th) day of the calendar month preceding the month in which interest is payable to the address of the Registered Owner as it appears on such books of registry.

The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof to Regions Bank (the “**Paying and Registration Agent**”) or such other office of the Paying and Registration Agent as may be designated for such purpose. The principal of and

T-077

premium, if any, and interest on this Bond are payable in such coin or currency of the United States of America as at the respective dates of payment is legal tender for public and private debts.

This Bond is one of a duly authorized series of 2025 Bonds (herein referred to as the "**Series 2025 Bonds**") of the aggregate principal amount of [] Million Dollars (\$____,000,000)] of like date and tenor herewith, except for number, denomination, interest rate, maturity and redemption provisions, and is issued for the purpose of: (a) paying the principal of the City's Outstanding Notes; and (b) paying certain costs of issuance on the Series 2025 Bonds under and pursuant to and in full compliance with the Constitution and statutes of the State of Tennessee, including Title 9, Chapter 21, *et seq.*, of the Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Council of the City on [], 2025.

[The Series 2025 Bonds maturing on or before ____ shall not be subject to redemption prior to maturity. The Series 2025 Bonds maturing on and after ____ (or portions thereof in authorized denominations) are subject to optional redemption by the City on and after ____, in whole or in part at any time in such order as determined by the City and by lot within a maturity (if less than a full maturity is to be redeemed),] [at a redemption price equal to the principal amount of the Series 2025 Bonds or portion thereof to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.] [at the prices and dates set forth below, in each case together with the interest accrued on the principal amount of the Series 2025 Bonds or portion thereof to be redeemed:]

[insert other applicable redemption provisions, if any]

[If this Series 2025 Bond or any portion of the principal amount hereof shall be called for redemption, notice of the redemption hereof, specifying the date and number of this Series 2025 Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of this Series 2025 Bond is to be redeemed, that this Series 2025 Bond must be surrendered in exchange for the principal amount hereof to be redeemed and the issuance of a new Series 2025 Bond equaling in principal amount that portion of the principal amount hereof not redeemed, shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption by first class mail, postage prepaid, to the Registered Owner of this Series 2025 Bond at such owner's address as it appears on the books of registry kept by the Paying and Registration Agent as of the close of business on the forty-fifth (45th) day preceding the date fixed for redemption; provided, however, that any notice of redemption may state that it is conditional upon the receipt by the Paying and Registration Agent of sufficient moneys to pay the redemption price, plus interest accrued and unpaid to the redemption date, or upon satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any other such event occurs. Notice of such rescission shall be given by the Paying and Registration Agent to affected registered owners of Series 2025 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event and shall be given in the same manner as the notice of redemption was given. If notice of redemption shall have been given as aforesaid, and payment of the principal amount of this Series 2025 Bond (or portion of the principal amount hereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been made or provided for, interest hereon shall cease

to accrue from and after the date so specified for the redemption hereof. The failure of the Registered Owner to receive any such mailed notice shall not affect the sufficiency or validity of proceedings for the redemption of this Series 2025 Bond.]

Notwithstanding the foregoing, so long as the Series 2025 Bonds are registered in the name of a securities depository for purchase in book-entry-only form: (i) any notice of redemption or of rescission of conditional notice of redemption will be given only to the securities depository or its nominee, notice of redemption given to the securities depository may be given at such time and in such manner as is required by their operational procedures; (ii) the selection of beneficial ownership interests in the Series 2025 Bonds to be redeemed within a maturity may be determined in accordance with such procedures; and (iii) the City shall not be responsible for providing any beneficial owner of the Series 2025 Bonds with any such notice.

[Insert provisions for purchase in lieu of redemption, if any.]

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Series 2025 Bonds, this Series 2025 Bond may be exchanged at the principal office of the Paying and Registration Agent, or such other office of the Paying and Registration Agent as may be designated for such purpose for a like aggregate principal amount of Series 2025 Bonds of other authorized principal amounts and of the issue of which this Series 2025 Bond is one. This Series 2025 Bond is transferable by the Registered Owner hereof, in person or by their attorney duly authorized in writing, at the office of the Paying and Registration Agent but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Series 2025 Bonds of the issue of which this Series 2025 Bond is one, and upon the surrender hereof for cancellation. Upon such transfer, a new Series 2025 Bond or Series 2025 Bonds of authorized denominations and of the same aggregate principal amount of the series of which this Series 2025 Bond is one will be issued to the transferee in exchange herefor.

The full faith, credit and unlimited taxing power of the City as to all taxable property in the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Series 2025 Bond as the same become due. In the authorizing bond resolution hereinabove referred to adopted on [____], 2025, it is recited that adequate provision will be made for raising annually by tax upon all property subject to taxation by the City of a sum sufficient to pay the interest on and principal of this Series 2025 Bond as the same shall become due.

This Series 2025 Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Paying and Registration Agent.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Series 2025 Bond and the series of which it is one, do exist, have happened and have been performed in regular and due time, form and manner as required by applicable law, and that this Series 2025 Bond and the Series 2025 Bonds of the series of which this Series 2025 Bond is one do not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Memphis, by its Council, has caused this Series 2025 Bond to be executed by the manual, facsimile or electronic signature of its Mayor; the seal

T-077

of the City or a facsimile or electronic thereof to be impressed or imprinted hereon or affixed hereto, attested by the manual, facsimile or electronic signature of the Comptroller; and this Series 2025 Bond to be dated as of the Dated Date set forth above.

CITY OF MEMPHIS, TENNESSEE

Attest:

[SEAL]

MAYOR

CITY COMPTROLLER

Dated: _____

[Page break]

Certificate of Authentication

This Bond is one of the Bonds described in the within mentioned Resolution.

As Bond Paying and Registration Agent

By: _____
Authorized Officer

Date of Authentication: _____

(FORM OF ASSIGNMENT)

For value received, _____ hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER TAX IDENTIFYING NUMBER
OF ASSIGNEE:

the within mentioned Bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registry of the City kept at the principal office of the Paying and Registration Agent with full power of substitution in the premises.

Dated: _____

Registered Owner

Signature Guaranteed: _____

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SECTION 12. Competitive Public Sale of Series 2025 Bonds; Continuing Disclosure. The Series 2025 Bonds shall be sold at a competitive public sale on a date to be selected by the Chief Financial Officer and at a price of not less than ninety-eight percent (98%) of the principal amount of the Series 2025 Bonds. The Chief Financial Officer is hereby authorized to publish and distribute a Notice of Sale for the competitive public sale of the Series 2025 Bonds, substantially in the form presented now before the Council, with such changes as shall be approved by the Chief Financial Officer, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Co-Municipal Advisors, which approval shall be conclusively evidenced by its publication and distribution, as applicable. The Chief Financial Officer is also hereby authorized to distribute to purchasers of and investors in the Series 2025 Bonds a Preliminary Official Statement of the City relating to the Series 2025 Bonds (the "**Preliminary Official Statement**"), substantially in the form presented now before the Council, with such changes as shall be approved by the Chief Financial Officer, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Co-Municipal Advisors, which approval shall be conclusively evidenced by its publication and distribution, as applicable. As so changed, the Preliminary Official Statement may recite, or the Chief Financial Officer may separately certify, that it is in a form which is "deemed final" as of its date as described in, and with such omissions as are permitted by, Rule 15c2-12(b)(1) of the United States Securities and Exchange Commission (the "**SEC**"),

but is subject to revision, amendment and completion of a final Official Statement as defined in Rule 15c2-12(e)(3) of the SEC, and the Chief Financial Officer is authorized to separately so certify. The Chief Financial Officer also is hereby authorized to prepare or cause to be prepared, and distribute or cause to be distributed, and the Mayor of the City or Chief Financial Officer is hereby authorized to execute, an Official Statement, relating to the Series 2025 Bonds (the "**Official Statement**") in substantially the form of the Preliminary Official Statement as so modified, after the same has been completed by the insertion of the maturities, interest rates, and other details of the Series 2025 Bonds and by making such other insertions, changes or corrections as the Chief Financial Officer, based on the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) and the City's Co-Municipal Advisors, deem necessary or appropriate, such approval to be conclusively evidenced by the execution thereof; and the Council hereby authorizes the Preliminary Official Statement and the Official Statement and the information contained therein to be used by the initial purchasers in connection with the sale of the Series 2025 Bonds.

A Continuing Disclosure Agreement between the City and Digital Assurance Disclosure, L.L.C., as disclosure dissemination agent ("**DAC**"), substantially in the form described in the Preliminary Official Statement (as the same may be amended pursuant to the terms thereof, the "**Continuing Disclosure Agreement**"), is hereby authorized to be executed and delivered by the Mayor of the City, upon consultation with the Chief Financial Officer. The form of the Continuing Disclosure Agreement as executed and delivered may include such changes as shall be approved by such officers, upon the advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel), which approval shall be conclusively evidenced by the execution thereof.

Upon termination of DAC's services as disclosure dissemination agent under the Continuing Disclosure Agreement, the City agrees to appoint a successor disclosure dissemination agent under a successor continuing disclosure agreement, the execution and delivery of which by the Mayor of the City, upon consultation with the Chief Financial Officer and advice of counsel (including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel), is hereby authorized, to assume substantially the same responsibilities or, alternatively, agrees to assume all disclosure responsibilities of DAC or the entity then serving as disclosure dissemination agent under such Continuing Disclosure Agreement. For purposes of the next paragraph, any such successor agreement or assumption of responsibilities by the City also shall be deemed to be a "Continuing Disclosure Agreement."

The City covenants with the holders from time to time of the Series 2025 Bonds that it will, and hereby authorizes the appropriate officers and employees of the City to take all action necessary or appropriate to, comply with and carry out all of the provisions of the Continuing Disclosure Agreement as amended from time to time. Notwithstanding any other provision of this Resolution, failure of the City to perform in accordance with the Continuing Disclosure Agreement shall not constitute a default under this Resolution and the Continuing Disclosure Agreement may be enforced only as provided therein.

SECTION 13. Application of Proceeds of Sale of Series 2025 Bonds. Proceeds of the sale of the Series 2025 Bonds shall be applied as follows:

(a) Accrued interest received on the Series 2025 Bonds, if any, from their dated date to the date of delivery of and payment for the Series 2025 Bonds shall be applied to the payment of interest on the Series 2025 Bonds on the first interest payment date thereof.

(b) The amount of \$150,000,000 shall be deposited in the Debt Service Fund and shall be used to pay the principal of a like principal amount of Outstanding Notes at their respective maturities.

(c) The balance shall be paid to the City to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or a similar or successor federal agency to be determined by the Chief Financial Officer to be kept separate and apart from other funds of the City. The funds shall be disbursed solely to (i) pay costs of the public works projects authorized herein or reimburse the City for prior payment thereof, and (ii) pay costs of issuance of (A) the Series 2025 Bonds or (B) other general obligation bonds of the City hereafter issued, as necessary. The funds shall be invested as directed by the Chief Financial Officer in such investments as shall be permitted by applicable law and the earnings thereon shall be applied to the purposes described above. Any funds remaining following the completion of public works projects and payment of the Outstanding Notes shall be deposited to the City's Debt Service Fund to be used to pay debt service on the Series 2025 Bonds. The Chief Financial Officer shall be authorized to amend the budget of the Debt Service Fund to account for any changes made in compliance with this Resolution.

SECTION 14. Defeasance. If the City shall pay and discharge the indebtedness evidenced by any of the Series 2025 Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid the principal of and interest on such Series 2025 Bonds as and when the same become due and payable; or

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers (the "**Agent**" which Agent may be the Paying and Registration Agent), in trust, on or before the date of maturity or redemption, sufficient money or obligations of the United States of America that, at the time of the purchase thereof, are permitted investments under Tennessee law for the purposes described in this **Section 14** (the "**Obligations**"), the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Series 2025 Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Series 2025 Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Series 2025 Bonds to the Paying and Registration Agent for cancellation; and if the City shall also pay or cause to be paid all other sums payable hereunder by the City with respect to such Series 2025 Bonds, or make adequate provision therefor, and by resolution of the Council instruct any such Agent to pay amounts when and as required to the Paying and Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Series 2025 Bonds when due, then and in that case the indebtedness evidenced by such Series 2025 Bonds shall be discharged and satisfied and all covenants,

agreements and obligations of the City to the holders of such Series 2025 Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the City shall pay and discharge the indebtedness evidenced by any of the Series 2025 Bonds in the manner provided in clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Obligations of the United States of America deposited as aforesaid.

Except as otherwise provided in this **Section 14**, neither the Obligations of the United States of America nor moneys deposited with the Agent pursuant to this Section nor principal or interest payments on any such Obligations of the United States of America shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Series 2025 Bonds; provided, that any cash received from such principal or interest payments on such Obligations of the United States of America deposited with the Agent, (i) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Agent and (ii) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Obligations of the United States of America maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Series 2025 Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Agent.

SECTION 15. Further Authorizations. The appropriate officers and employees of the City are hereby authorized to take all such actions and execute (by manual, facsimile and/or electronic means) such documents (upon advice of counsel, including the Chief Legal Officer/City Attorney, Co-Bond Counsel and Co-Disclosure Counsel) as shall be necessary to effect the delivery of and payment for the Series 2025 Bonds and as may be reasonably required to carry out, give effect to and consummate the transactions contemplated hereby, including the purchase, if deemed to the City's financial advantage, of a bond insurance policy guaranteeing payment of principal of and interest on the Series 2025 Bonds and to provide for the payment of the premium cost thereof.

SECTION 16. Severability. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions hereof or of the Series 2025 Bonds issued hereunder.

SECTION 17. Repealer. All resolutions in conflict or inconsistent herewith are hereby repealed insofar as any conflict or inconsistency.

SECTION 18. Effective Date. This Resolution shall take effect immediately.



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$1,000,000.00 Appropriation of Information Technology funds for operational infrastructure enhancements.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Information Technology Division.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

N/A

4. State whether this will impact specific council districts or super districts.

N/A

5. State whether this requires a new contract, or amends an existing contract, if applicable.

N/A

6. State whether this requires an expenditure of funds/requires a budget amendment.

This will require a budget amendment of \$1,000,000.00.



P033

Resolution appropriates funds for Operational Infrastructure

Enhancements.

WHEREAS, the Council of the City of Memphis did include an allocation of \$1,000,000.00 for the Operational Infrastructure Enhancements, CIP Project Number IT01003, as part of the Fiscal Year 2026 Capital Improvement Program Budget; and

WHEREAS, Information Technology will work on the replacement of aging wireless access point devices, enhance wireless coverage, replace key network switches, continue network segmentation, install new City-owned fiber optic connectivity to high bandwidth facilities, implement SD-WAN network connectivity to multiple lower bandwidth facilities, and O365 content backup.

WHEREAS, it is necessary to appropriate \$1,000,000.00, Information Technology, funded by G.O. Bonds General, in Information Technology funds for Operational Infrastructure, Fiscal Year 2026 CIP Project Number IT01003;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the CIP funds in the sum of One Million Dollars (\$1,000,000.00), Information Technology, funded by G.O. Bonds General, chargeable to this Fiscal Year 2026 Capital Improvement Budget; be appropriated by the City of Memphis.

Project Title: Operational Infrastructure

Project Number: IT01003

Amount: \$1,000,000.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A Resolution transferring allocations from CIP Project Number IT01006, IT Improvement Cover Line, to CIP Project Number IT01007, Operational Infrastructure Fix in Information Technology, funded by G.O. Bonds General.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Information Technology Division.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

N/A

4. State whether this will impact specific council districts or super districts.

N/A

5. State whether this requires a new contract, or amends an existing contract, if applicable.

N/A

6. State whether this requires an expenditure of funds/requires a budget amendment.

A budget amendment is needed to transfer FY26 allocations.



P035

A resolution transferring FY26 allocations from CIP Project Number IT01006, IT Improvement Coverline to CIP Project Number IT01007, Operational Infrastructure Fix.

WHEREAS, the Council of the City of Memphis did include FY26 IT Improvement Coverline, Project Number IT01006, as part of the FY26 Capital Improvement Program Budget; and

WHEREAS, Information Technology will use these funds for Break Fix Requests for the City.

WHEREAS, it is necessary to appropriate a sum of \$200,000.00 in Information Technology funded by G.O. Bonds General, in FY26 Operational Infrastructure Fix, CIP Project Number IT01007;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby transferred FY26 allocations totaling \$200,000.00 from CIP Project Number IT01006, IT Improvement Coverline to CIP Project Number IT01007, Operational Infrastructure Fix; and

BE IT FURTHER RESOLVED, that the sum of \$200,000.00 in Information Technology funded by G.O. Bonds General is appropriated and credited as follows:

Project Title:	FY26 Operational Infrastructure Fix
Project Number:	IT01007
Amount:	\$200,000.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

\$2,000,000.00 Appropriation of Information Technology funds for the Smart City Project.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Information Technology Division.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

N/A

4. State whether this will impact specific council districts or super districts.

N/A

5. State whether this requires a new contract, or amends an existing contract, if applicable.

N/A

6. State whether this requires an expenditure of funds/requires a budget amendment.

This will require a budget amendment of \$2,000,000.00.



P037

Resolution appropriates funds for Smart City Project.

WHEREAS, the Council of the City of Memphis did include an allocation of \$2,000,000.00 for the Smart City Project, CIP Project Number IT01009, as part of the Fiscal Year 2026 Capital Improvement Program Budget; and

WHEREAS, Information Technology will use these funds for Improve efficiency, safety, and quality of life by leveraging technology to optimize transportation, energy, public safety, and city services while reducing costs and environmental impact.

WHEREAS, it is necessary to appropriate \$2,000,000.00, Information Technology, funded by G.O. Bonds General, in Information Technology funds for the Smart City Project, Fiscal Year 2026 CIP Project Number IT01009;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the CIP funds in the sum of Two Million Dollars (\$2,000,000.00), Information Technology, funded by G.O. Bonds General, chargeable to this Fiscal Year 2026 Capital Improvement Budget; be appropriated by the City of Memphis.

Project Title: Smart City Project

Project Number: IT01009

Amount: \$2,000,000.00

**A RESOLUTION REQUESTING THAT SHELBY COUNTY MAYOR LEE HARRIS
CONVENE A MEETING OF STAKEHOLDERS TO DISCUSS THE PLANNED
REBUILD OF REGIONAL ONE HOSPITAL**

WHEREAS, Tennessee has been reported as the only State in the Union that does not have a State-affiliated, academic Tertiary Care hospital; and

WHEREAS, such hospitals are critical components of 21st-Century healthcare systems, providing superspecialized care to patients and vital learning and training opportunities for healthcare workers; and

WHEREAS, Shelby County, Tennessee is home to several fine Secondary Care hospitals, including Methodist University Hospital, Baptist Memorial Hospital, St. Francis Hospital and Regional One Hospital; and it is also home to the State-affiliated University of Tennessee Health Sciences Center; and

WHEREAS, what is now Regional One Hospital has provided superb secondary care to Mid-South residents since its founding in 1829, now offering the Memphis area's only Level 1 Trauma Center in addition to a Burn Unit and Neonatal Intensive Care Unit; and

WHEREAS, in 2023, Regional One Health announced its plans to modernize its campus, ultimately determining to seek land for a complete rebuild; afterward, the Shelby County Commission indicated its intention to help fund the rebuild with up to \$350 million from a newly implemented wheel tax, starting in early 2025 with some \$30 million to purchase property for the project; and

WHEREAS, Methodist University Hospital, located just over a mile from the current Regional One campus, currently has unused space including Emergency and Operating rooms on its campus, particularly in the recently constructed Shorb Tower; this space may, in fact, be adequate to house all the current functions of Regional One Hospital, after refurbishing at a fraction of the cost of a complete ROH rebuild; and

WHEREAS, should Methodist LeBonheur Healthcare be willing to share this space and cooperate with Regional One Health, the two systems could also work with Baptist Memorial Healthcare, St. Francis Healthcare and UTHSC to form the aforementioned State-affiliated academic Tertiary Care Hospital; and

WHEREAS, in addition to creating a service sorely needed but currently lacking for Mid-South residents, such a move could save Shelby County hundreds of millions of dollars that could go to other critical needs such as a new, relocated jail and massive amounts of deferred maintenance in Memphis Shelby County Schools; and

WHEREAS, such a plan would require unprecedented cooperation between local healthcare providers, State and local officials and the area philanthropic community; and a necessary first step for such cooperation is a meeting between the key stakeholders to determine the feasibility of the concept; and

WHEREAS, given that much of the financing for the planned Regional One rebuild would come from Shelby County, and that the other funding priorities mentioned (the jail and deferred school maintenance) are primarily the responsibility of the County, it is logical that the Office of County Mayor Lee Harris would facilitate said stakeholder meeting.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council does hereby request that the Office of Shelby County Mayor Lee Harris convene a meeting between representatives of Regional One Health, Methodist LeBonheur Healthcare, Baptist Memorial Health Care, St. Francis Healthcare, the University of Tennessee Health Sciences Center, and other key members of the local healthcare community, philanthropic community and relevant local officials;

BE IT FURTHER RESOLVED that such meeting be convened as soon as possible, before further significant commitment of funds to the current plan for a complete Regional One Hospital rebuild.

Sponsor
Jeff Warren

Chairman
Ford Canale