



**Agenda for the Regular Meeting of Board of Commissioners
Monday, February 26, 2024 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Commissioner Macmillan
Pledge of Allegiance to the Flag by Commissioner Spears

Approval or Correction of Minutes

February 12, 2024

Comments from Citizens – *Individuals may comment on any item included in the Consent/Regular agenda or on any other matter regarding the City of Brentwood. All comments should be directed to the Board of Commissioners. Citizens who wish to request that an item be moved from the Consent Agenda to the Regular Agenda for discussion should make that known to the Board at this time. A sign-in sheet will be provided fifteen (15) minutes prior to the start of the meeting. Anyone wishing to speak may, but are not required to, sign in.*

Report from City Manager
Report from the City Attorney
Reports and comments by Commissioners and Mayor

Note: All matters listed under the Consent Agenda are considered to be routine and will generally be enacted by one motion. Except for any items that are removed from the Consent Agenda, there will be no separate discussion of these items at this time.

Consent Agenda

1. Resolution 2024-15 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE EASTMAN'S PRESERVE SUBDIVISION, for adoption
2. Resolution 2024-16 - A RESOLUTION AMENDING THE OPERATING POLICIES AND PROCEDURES FOR THE COOL SPRINGS HOUSE, for adoption
3. Resolution 2024-17 - A RESOLUTION AMENDING THE OPERATING POLICIES AND PROCEDURES FOR RAVENSWOOD MANSION, for adoption

4. Resolution 2024-18 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH VIGILANT SOLUTIONS FOR MOTOROLA LICENSE PLATE READER CAMERAS, for adoption
5. Resolution 2024-20 - A RESOLUTION AMENDING THE SYSTEM OF CLASSIFICATIONS AND SALARY RANGES FOR THE EMPLOYEES OF THE CITY OF BRENTWOOD, for adoption
6. Resolution 2024-21 - A RESOLUTION ADOPTING A SECOND AMENDED AND RESTATED 401(K) DEFERRED COMPENSATION PLAN EMPLOYER AGREEMENT UNDER THE STATE OF TENNESSEE, for adoption

Old Business

1. Other old business

New Business

1. Resolution 2024-19 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HAZEN AND SAWYER FOR SEWER SYSTEM MASTER PLANNING AND MID-TRUNK EQ ENGINEERING, for adoption
2. Other new business



Kirk Bednar
City Manager

Anyone requesting accommodations due to disabilities should contact April Curlin, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the February 12, 2024 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, February 12, 2024 at 7:00 pm at Brentwood City Hall.

Present: Mayor Mark Gorman; Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Anne Dunn; Commissioner Rhea Little; Commissioner Susannah Macmillan; Commissioner Allison Spears

Staff Present: City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen Corn; City Recorder Holly Earls

Commissioner Little led the Invocation. The Pledge of Allegiance was led by Commissioner Macmillan. Judge Denise Andre administered the Oath of Office for new Brentwood City Judge Nichole Dusche.

Approval or Correction of Minutes

January 22, 2024

Moved by Commissioner Allison Spears for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Citizen Comments

Garry Latimer, 9208 Heritage Drive
Matt Biel, 815 Jones Parkway
Mace Linde, 1254 Concord Hunt Drive
Marty Tank, 1702 Knightsbridge Park Close

Assistant City Manager Jay Evans reported an emergency purchase for repairs resulting from multiple leaks due to freezing weather at the Ravenswood pool house.

Commissioner Spears moved Item 2 and Commissioner Macmillan moved Item 3 from the Consent Agenda to the Regular Agenda for discussion.

Consent Agenda

Ordinance 2024-04 - AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF CONVEYANCE OF PROPERTY FROM JOHN D. MORAN, JR, KENT C. CRAMER AND ED A. BEASLEY JR., SAID PROPERTY TO BE HELD AS OPEN SPACE, for consideration on second and final reading

Resolution 2024-13 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CUSTOM RECREATION FOR WINDY HILL PARK PLAYGROUND EQUIPMENT AND INSTALLATION, for adoption

Approval to purchase equipment replacement for mobile data

Moved by Vice Mayor Ken Travis for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

New Business

Ordinance 2024-03 - AN ORDINANCE REZONING APPROXIMATELY 7.57 ACRES LOCATED ON THE EAST SIDE OF WALLER ROAD, APPROXIMATELY 1,000 FEET NORTH OF CONCORD ROAD FROM SI-1 (SERVICE INSTITUTION-RELIGIOUS) TO R-2 (SUBURBAN RESIDENTIAL), for consideration on first reading

Moved by Mayor Mark Gorman for passage of Ordinance 2024-03, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Resolution 2024-11 - A RESOLUTION ADOPTING A NONPROFIT ORGANIZATIONS CONTRIBUTIONS POLICY FOR USE IN THE REVIEW AND APPROVAL OF ANNUAL BUDGETARY REQUESTS FROM NON-PROFIT ORGANIZATIONS PROVIDING SERVICES WITHIN THE CITY OF BRENTWOOD

Moved by Commissioner Allison Spears for approval, seconded by Mayor Mark Gorman

Moved by Commissioner Susannah Macmillan to amend the policy on page two, second paragraph under Use of Funds, the third sentence beginning special circumstances to add the words "a new provider" with the rest of the sentence remaining the same, resulting in the sentence being amended to read as follows "Special circumstances such as *a new provider*, implementation of a new program, or significant capital construction may warrant special funding consideration for a limited duration.", seconded by Commissioner Allison Spears

Vote: 5 - 2 Approved

Nays: Commissioner Nelson Andrews
Commissioner Rhea Little

The main motion as amended was approved.

Vote: 5 - 2 Approved

Nays: Commissioner Nelson Andrews
Commissioner Rhea Little

Resolution 2024-14 - A RESOLUTION RATIFYING THE WILLIAMSON COUNTY GROWTH PLAN AS RECOMMENDED BY THE WILLIAMSON COUNTY GROWTH PLAN COORDINATING COMMITTEE

Moved by Vice Mayor Ken Travis for approval, seconded by Commissioner Allison Spears

Vote: 7 - 0 Approved - Unanimously

Appointment of three (3) members to the Historic Commission

Amy Brothers, Loyce Hooker, and Tracy Zimmerman were appointed to serve a three (3) year term expiring on February 28, 2027.

Appointment of four (4) members to the Tree Board

Moved by Commissioner Nelson Andrews to amend the appointments to have an expiring term of May 31, 2026, seconded by Vice Mayor Ken Travis

Vote: 6 - 1 Approved

Nays: Commissioner Anne Dunn

Amy Byrd, William Kraus, Susan Richards, and Lynn Tucker were appointed to serve a term expiring on May 31, 2026.

Resolution 2024-10 - A RESOLUTION AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS FOR THE WESTPARK DRIVE SIDEWALK IMPROVEMENT PROJECT, for adoption

Moved by Commissioner Allison Spears to disapprove, seconded by Commissioner Susannah Macmillan

Vote: 4 - 3 Approved

Nays: Commissioner Nelson Andrews

Commissioner Anne Dunn

Commissioner Rhea Little

Resolution 2024-12 - A RESOLUTION APPROVING THE SMITH PARK MOUNTAIN BIKE TRAIL RULES, for adoption

Moved by Commissioner Nelson Andrews for approval, seconded by Commissioner Anne Dunn

Moved by Commissioner Susannah Macmillan to defer the item to the March 11, 2024 meeting, seconded by Commissioner Anne Dunn

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 9:09 pm.

APPROVED _____

A handwritten signature in cursive script that reads "Holly Earls". The signature is written in black ink on a light-colored background.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Resolution 2024-15 -- A Resolution Authorizing Minor Changes to the OSRD Development Plan for the Eastman's Preserve Subdivision

Submitted by: Todd Petrowski, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2024-15 - Authorizing minor changes to the OSRD Development Plan for the Eastman's Preserve Subdivision.

Background

The attached resolution requests approval of minor changes to the OSRD Development Plan for the Eastman's Preserve Subdivision. The subdivision was originally a portion of the Tennessee Baptist Children's Home property, located at 1310 Franklin Road. The development includes 25 lots on approximately 32 acres.

The developer has requested the addition of a required NES service drive within the common open space near the main entrance. The developer has also requested a change from brick to stone for the monuments and columns at the front entrance. The total amount of open space provided remains unchanged.

Per the requirements of Section 78-185(b) of the Municipal Code, any deviations from the approved development plan shall be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution.

At its February 5, 2024, regular meeting, the Planning Commission voted unanimously to approve the revised preliminary plan.

Should you have any questions or require additional information, please feel free to contact the Planning and Codes Director.

Staff Recommendation

Staff recommends approval of Resolution 2024-15.

Fiscal Impact

Attachments

Res 2024-15

Exhibit A

RESOLUTION 2024-15

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE A MODIFICATION TO THE IMPROVEMENTS LOCATED WITHIN THE PERMANENT OPEN SPACE WITHIN THE EASTMAN’S PRESERVE SUBDIVISION

WHEREAS, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any increase in the number of single-family lots, or an alteration in the permanent use of open space within an OSRD development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

WHEREAS, the developer of the Eastman’s Preserve Subdivision has requested the addition of a required NES service drive within the common open space near the main entrance and a change from brick to stone for the monuments and columns at the front entrance; and

WHEREAS, the Planning Commission has recommended that the Board of Commissioners approve the proposed changes to the OSRD Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the minor modification to the entrance monuments and columns and the addition of a NES service drive within common open space for the Eastman’s Preserve Subdivision is hereby approved, as shown on Exhibit A, which is made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

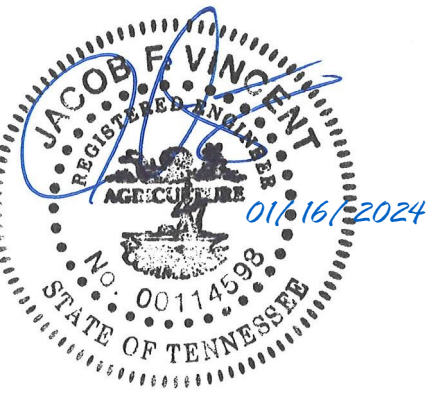
MAYOR Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



EASTMAN'S PRESERVE
FOR
THE RIVERSTONE GROUP
CITY OF BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE



TYPICAL LOT SETBACK LINES
(UNLESS SHOWN OTHERWISE)
N.T.S.

TYPICAL LOT EASEMENT LINES
(UNLESS SHOWN OTHERWISE)
N.T.S.

LEGEND

- R.O.W. RIGHT-OF-WAY
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- P.U.D.A.E. PUBLIC UTILITY DRAINAGE & ACCESS EASEMENT

LEGEND

- (R)(O) IRON ROD (OLD)
- IRON ROD (NEW)
- (1/2" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
- ⊕ FIRE HYDRANT
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ IRRIGATION CONTROL VALVE
- ⊕ CATCH BASIN/CURB INLET
- ⊕ AREA DRAIN
- ⊕ SANITARY SEWER MANHOLE
- ⊕ SEWER CLEAN-OUT
- ⊕ ELECTRIC BOX
- ⊕ TRANSFORMER PAD
- ⊕ SIGN
- FO— FIBER OPTIC LINE
- FM— SEWER FORCE MAIN
- ⊕ FIBER OPTIC BOX
- ⊕ HEADWALL
- ⊕ ELECTRIC STUBOUT
- ⊕ GAS STUBOUT
- ⊕ LOT NUMBER
- R.O.W.C.T. REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN
- P.U.D.A.E. PUBLIC UTILITY, DRAINAGE & ACCESS EASEMENT
- UTILITY POLE
- UTILITY POLE W/ ANCHOR
- UTILITY POLE W/ LIGHT
- GAS VALVE
- ⊕ GAS METER
- ⊕ TELEPHONE RISER
- ⊕ CABLE TV BOX
- P— OVERHEAD ELECTRIC POWER LINE
- T— OVERHEAD TELEPHONE LINE
- P&T— OVERHEAD POWER AND TELEPHONE LINES
- CATV— OVERHEAD CABLE TELEVISION LINE
- SA— SANITARY SEWER LINE
- G— GAS LINE
- W— WATER LINE
- X—X— FENCE
- RCP— REINFORCED CONCRETE PIPE
- CMP— CORRUGATED METAL PIPE
- UGC— UNDERGROUND CABLE TELEVISION LINE
- ANC— ANCHOR WIRE
- PVC— POLYVINYL CHLORIDE
- ⊕ SEWER VALVE
- ⊕ CONCRETE SURFACE

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C4	25.00'	38.45'	88°07'56"	24.20	34.77'	S16°04'07"E
C5	400.00'	114.60'	16°24'53"	57.69	114.21'	S70°20'32"E
C6	150.00'	234.24'	89°28'27"	148.63	211.16'	N33°48'45"W
C7	25.00'	39.27'	90°00'00"	25.00	35.36'	S34°04'32"E
C8	975.00'	124.08'	7°17'30"	62.12	124.00'	S82°43'17"E
C9	1025.00'	130.44'	7°17'30"	65.31	130.35'	S82°43'17"E
C10	25.00'	39.27'	90°00'00"	25.00	35.36'	S55°55'28"W
C10	25.00'	39.27'	90°00'00"	25.00	35.36'	S55°55'28"W
C11	50.00'	209.44'	240°00'00"	86.60	86.60'	S49°04'32"E
C12	50.00'	52.36'	60°00'00"	28.87	50.00'	N40°55'28"E
C13	100.00'	156.16'	89°28'27"	99.09	140.77'	N33°48'45"W
C14	650.00'	186.22'	16°24'53"	93.75	185.58'	S70°20'32"E
C15	25.00'	39.06'	89°31'37"	24.79	35.21'	S73°06'06"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	2453.06'	154.09'	3°35'56"	77.07	154.06'	N79°05'24"W
C2	4653.75'	157.48'	1°56'20"	78.75	157.47'	N78°48'27"W
C3	2912.79'	235.46'	4°37'54"	117.80	235.40'	N27°02'40"E

Scale: 1"=100'

Date: 4/19/22

Approved By: H. GRIMES

Revisions:

- 6 6/27/23 REVISED ENTRANCE WALLS AND MAIL KIOSK
- 5 12/19/22 REVISED PER STAFF COMMENTS
- 4 12/05/22 REVISED PER ENTRANCE SHIFT
- 3 4/19/22 REVISED PER STAFF COMMENTS
- 2 4/05/22 REVISED PER STAFF COMMENTS
- 1 3/22/22 REVISED PER STAFF COMMENTS

Drawing Title:
OVERALL SITE PLAN

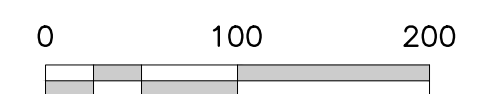
Drawing No.

3

Project No.

22-0050

8 1/2/24 REVISED PER CLIENT COMMENTS





RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com



EASTMAN'S PRESERVE

FOR
THE RIVERSTONE GROUP

CITY OF BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

Scale: AS SHOWN

Date: JUNE 9, 2022

Approved By: HHG

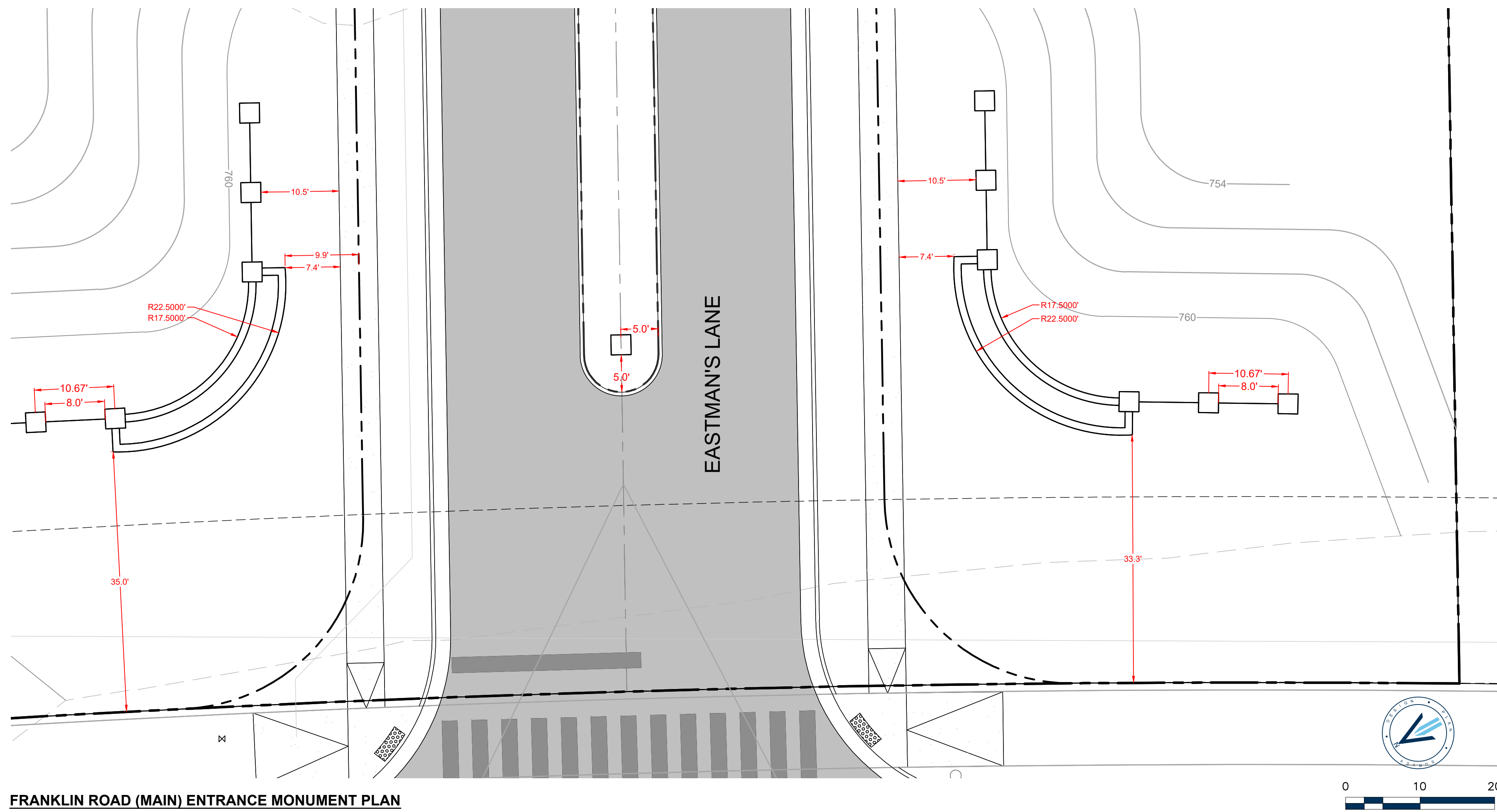
Revisions:

- 7 7/14/23 REVISED PER STAFF COMMENTS
- 6 6/27/23 REVISED ENTRANCE WALLS & MAIL KIOSK
- 4 12/5/22 REVISED PER ENTRANCE SHIFT
- 3 10/12/22 REVISED RETAINING WALL
- 2 4/5/22 REVISED PER STAFF COMMENTS
- 1 3/22/22 REVISED PER STAFF COMMENTS

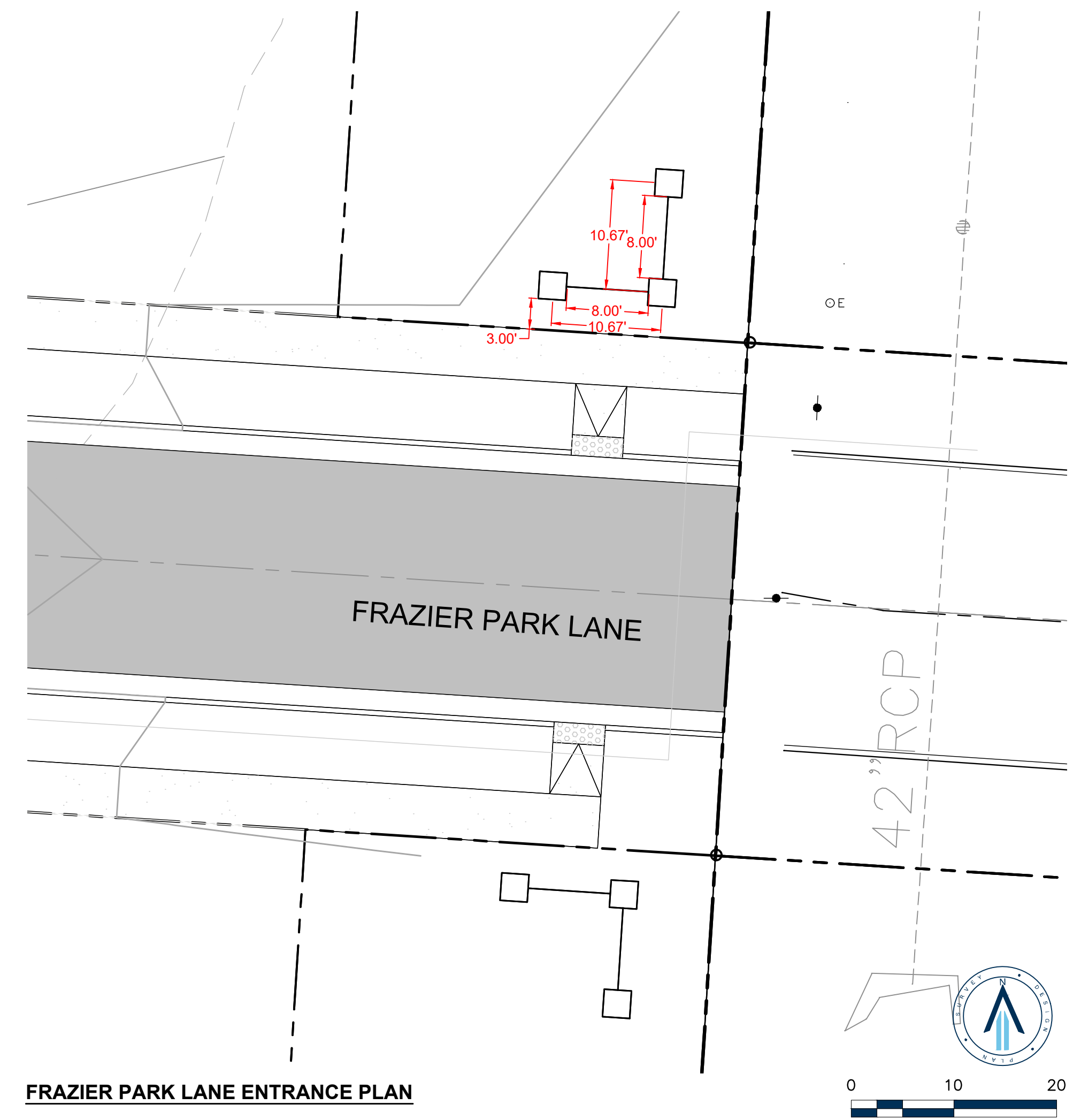
Drawing Title:
MONUMENT PLANS

Drawing No.
L1.3

Project No.
22-0050



FRANKLIN ROAD (MAIN) ENTRANCE MONUMENT PLAN



FRAZIER PARK LANE ENTRANCE PLAN



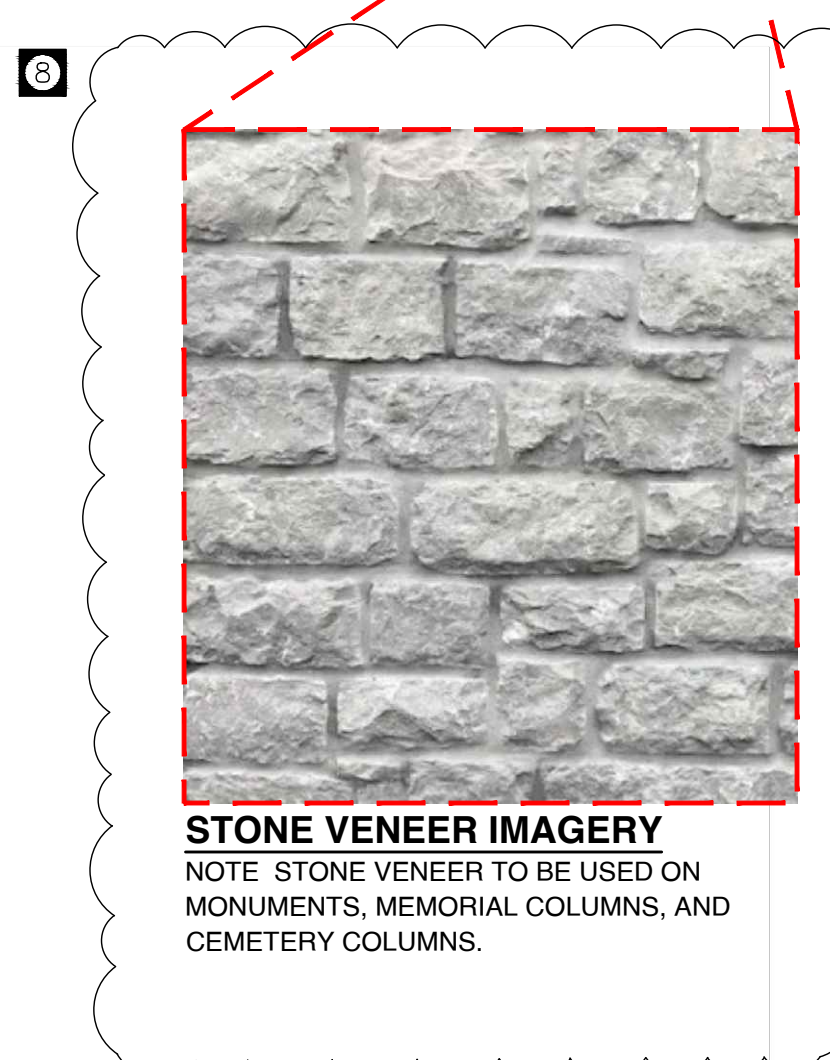
(MAIN) ENTRANCE MONUMENT ELEVATION

Scale: 1/2" = 1'



FRAZIER PARK LANE ENTRANCE ELEVATION

Scale: 1/2" = 1'

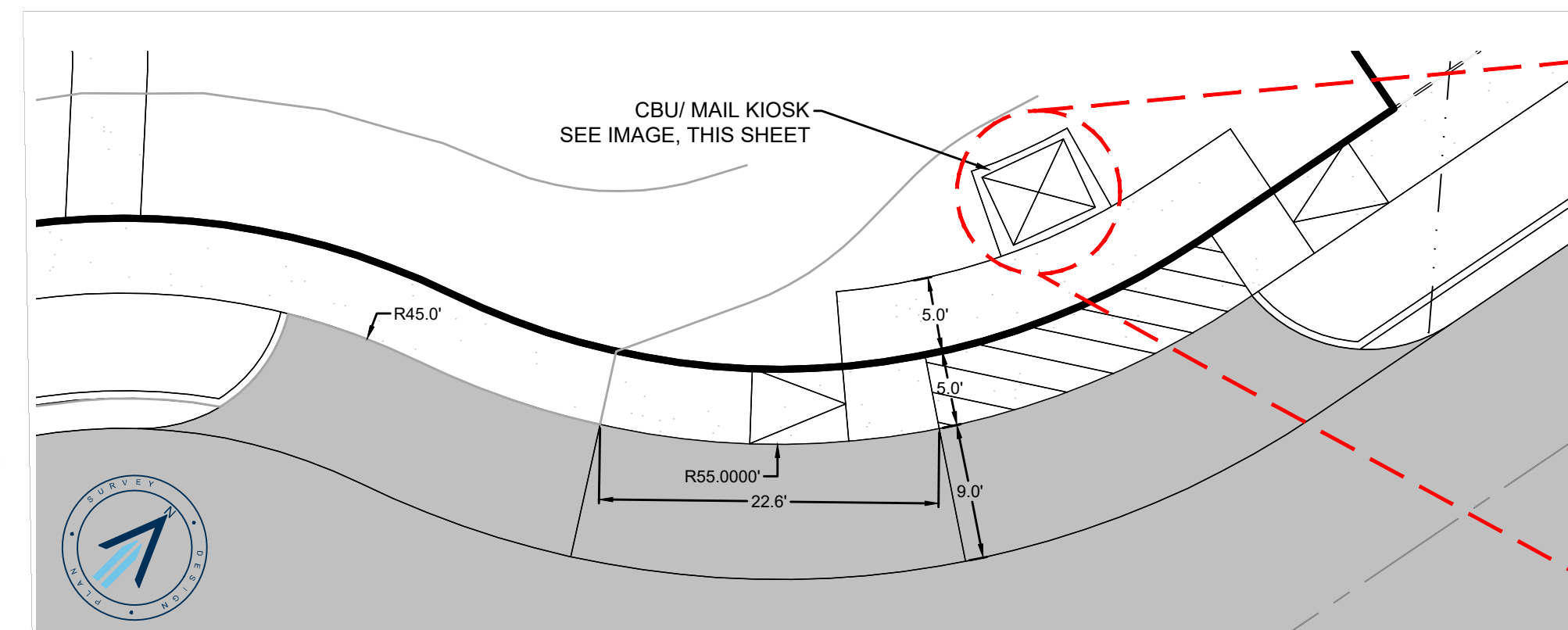


STONE VENEER IMAGERY
NOTE: STONE VENEER TO BE USED ON MONUMENTS, MEMORIAL COLUMNS, AND CEMETERY COLUMNS.



MEMORIAL COLUMN ELEVATION

Scale: 1/2" = 1'



MAIL KIOSK LAYOUT PLAN

0 10 20



MAIL KIOSK IMAGERY - DESIGN INTENT ONLY

MATERIALS TO MATCH ENTRANCE MONUMENT AND NEIGHBORHOOD ARCHITECTURAL CHARACTER.

03/20/2024 10:58 AM: C:\PROJECTS\22-0050\DWG\22-0050-L1.3-ENTRANCE MONUMENTS.DWG PLOTTED BY: HEATHER H. GRIMES ON: 11/20/2024 1:57 PM. LAST UPDATED BY: HEATHER H. GRIMES ON: 11/20/2024 1:57 PM

Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Resolution 2024-16 - Amending the Operating Policies and Procedures for the Cool Springs House

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Resolution 2024-16 - Amending the Operating Policies and Procedures for the Cool Springs House

Background

Since 1994, the City of Brentwood has owned and operated the Cool Springs House, located in Crockett Park, as a rental space for special events, weddings, parties, and business meetings. When the City opened the home in 1994, it adopted policies and procedures to operate the facility. Those policies were updated in 2013, 2017, 2019, 2021, 2022, and 2023. The most recent amendment increased the cost of cleaning services passed along to renters, while the 2022 changes made more substantive changes to rental prices and policies.

Staff have identified a policy change that is needed regarding the discounted "bundle" pricing. Currently, guests who book the home for a Saturday event may also book the adjacent Friday or Sunday for \$650 instead of the regular \$1,250 rate. This offer does not include any time restrictions, leading to many peak-season Fridays and Sundays being booked for half-price more than a year in advance. This reduces the availability of the home for full-price renters, resulting in lost revenue. These discounts for just the FY 2024 events have a value of \$10,200. While the option is a good pricing feature to capture un-booked dates, staff believe many of these dates would book at full price if the offer were limited to 90 days from the client's Saturday event date. The attached proposed policy amendment would provide this limitation.

An additional policy change included is the elimination of the \$100 fee for audio/visual projector rental. A/V availability has become an expectation of corporate renters and staff feel a separate charge for this is no longer appropriate.

Please contact the Assistant City Manager or Community Relations Director with any questions.

Staff Recommendation

Staff recommends approval of the attached resolution amending the Cool Springs House Operating Policies and Procedures.

Previous Commission Action

Resolution 2023-21 - On February 13, 2023, the City Commission amended the Policies and Procedures for the Cool Springs House to include a revised cleaning fee and to grant the City Manager authority to make minor changes to the Policies and Procedures.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

This policy change may lead to more Friday and Sunday bookings at full price in lieu of the \$600 discount now provided for bundling.

Attachments

Resolution 2024-16

Revised CSH Policies and Procedures

RESOLUTION 2024-16

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE
AMENDING THE OPERATING POLICIES AND PROCEDURES
FOR THE COOL SPRINGS HOUSE**

WHEREAS, the Cool Springs House in Crockett Park is used by the public for meetings, social functions and other activities and events; and

WHEREAS, the Board of Commissioners desires to amend the Operating Policies and Procedures for the use of the Cool Springs House as an event venue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the amended Operating Policies and Procedures for the use of the Cool Springs House as an event venue, which are attached hereto as Exhibit A, are hereby adopted.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

EST. 1830



Rental Agreement General Policies and Procedures

EVENT RENTAL COST

- Monday –Thursday: 9:00am – 5:00pm..... \$450.00
- Monday–Thursday: 5:00pm – 11:00pm..... \$650.00
- Friday: 9:00am-11:00pm.....\$1,250.00
- Saturday: 9:00am – 11:00pm..... \$1,750.00
- Sunday: 9:00am-11:00pm.....\$1,250.00

ADDITIONAL FEES

- Cleaning Fee: \$ 250
- ~~Audio/Visual Projector Rental Available: \$100 Corporate meetings only*~~

BUNDLE OPTIONS

- **Event Bundle:**
 - ~~At the time of booking a Saturday event, eClient~~ may bundle a Friday or Sunday date, if available 90 days prior to booked Saturday event date, for a special rate of \$650.00 each in addition to their Saturday rental.
- **Weekend Buy Out:**
 - Rent the Cool Springs House for the whole weekend. Use Friday to set up for your event, Saturday to host your special day, and Sunday to break everything down. 9:00am-11:00pm access each day for a total of \$3,050. Discount only available 90 days prior to booked Saturday event date. *Cleaning fee not included.*
- **14 Days Out:**
 - **Set Up Rental:** Within 14 days of their event, client may book day-before access for early set up, storage, and/or rehearsal. The fee is \$350.00 and includes four consecutive hours of access between 9:00am and 5:00pm on the day prior to their event, subject to availability.
 - **Breakdown Rental:** Within 14 days of their event, client may book day-after access for tear down of tent, rental items, or removal of personal items. The fee is \$350.00 and includes four consecutive hours of access between 9:00am and 5:00pm on the day after to their event, subject to availability. Alcohol and trash items may not be left out overnight.

SEASONAL DISCOUNTS

Available in December, January, February, and March. Prices are as follows:

- Monday – Thursday 9:00am – 5:00pm..... \$350.00
- Monday – Thursday 5:00pm – 11:00pm..... \$500.00
- Friday 9:00am – 11:00pm.....\$950.00
- Saturday 9:00am-11:00pm.....\$1,150.00
- Sunday 9:00am – 11:00pm.....\$950.00

SPECIAL PRICING:

- **Additional Hours:** Additional hours may be added on the day of a client’s rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.
- **Hourly Rate:** The Event Venue Manager may grant client special hourly rates on any available dates provided the dates are not booked 14 days out. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.
- **30 Day out Rate:** Unreserved dates (weekend days: Friday, Saturday, and Sunday) may be booked within 30 days of an event for 50% of the regular rental rate.

CAPACITY

- **Inside:**
 - The first floor will accommodate 75 persons for a seated dinner. For a standing reception event, the house will accommodate up to 100 persons.
 - The second floor provides a changing room for use by the bride during wedding rentals. A restroom is also available on the second floor.
 - Because the house is divided into rooms, an inside wedding ceremony is limited to a small group (approximately 40 in a single room) for everyone to be able to witness the ceremony.
- **Outside:**
 - When using a tent, the maximum number of guests allowed on property is 150. Outdoor ceremonies are held on the lawn or on the front porch.

RESERVATION POLICY

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Cool Springs House calendar for availability. If the date is available, send an email requesting to book the date to: csh@brentwoodtn.gov. An electronic Rental Contract will be sent at that time.
- Client will have up to 72 hours to complete and return the Rental Contract, or the date will be released.
- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if the reservation date is more than six months out; full rental fee if the reservation date is within less than six months). Checks, cash or credit card payments are accepted. Credit card and electronic check authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can

be mailed to City of Brentwood, Attention: Cool Springs House, P.O. Box 788, Brentwood, TN 37024-0788.

- The balance of the rental fee and the flat rate cleaning fee are due six months prior to the event.
- If this payment schedule is not met, the Event Venue Manager will send an email notice to the client (at the email address provided by the client in the booking contract) requiring immediate action. If payment is not received with seven days of notice given, the event reservation will be cancelled with no refunds given.

CANCELLATION POLICY

- Client may cancel this contract at any time. Cancellations must be made with the Event Venue Manager in writing, preferably by email to cs@brentwoodtn.gov
- **More Than 180 Days:**
 - If client cancels more than 180 days prior to the event date, the City will return 50% percent of the deposit to the client.
 - If client paid in full at the time of booking, and there were more than 180 days prior to the event, the City will return payments, less 50% of the contracted deposit amount.
 - The cleaning fee may also be returned, if applicable.
- **90 Days to 180 Days:**
 - If client requests to cancel less than 180 days but more than 90 days prior to the event date, the City will return 25% of their total paid up to date, and the cleaning fee.
- **Less Than 90 Days:**
 - If client requests to cancel 90 days or less from their original contracted date no rental fee refunds may be given, however the cleaning fee may be refunded.

RESCHEDULING POLICY

- If client requests to reschedule, client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to cs@brentwoodtn.gov.
- **More Than 180 Days:**
 - If client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.
 - Should client choose a new date for which the booking fee is less than the original date, the City will return the difference in balance.
- **90 Days to 180 Days:**
 - If client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.
 - Should client choose a new date for which the booking fee is less than the than their original date, the client shall not receive any refunds for a difference in balance.

- **Less Than 90 Days:**
 - Any rescheduled dates less than 90 days before the event will be considered a cancellation and client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.
- Should client choose a new date that is more expensive than their original date, the client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If client reschedules a date and then subsequently cancels the contract, client shall receive no refunds for the cancellation.

PERSONAL ITEMS

- All personal items must be delivered and picked up within the confines of the rental period unless prior arrangements have been made. The City of Brentwood is not responsible for personal items. Client will be billed \$200 for any items left inside the house or on the grounds past the allotted rental period.

VENDOR RENTAL ITEMS

- Rental items are an industry term used for items such as tables, chairs, linens, china, flatware, etc. The term “vendor rental items” refer to such items rented from an outside company separate from the City of Brentwood.
- **Insurance:**
 - Client may use any *licensed and insured* vendor for the rental of tables, chairs, linens, china, etc. The rental order must be submitted to the Event Venue Manager four weeks prior to the event.
 - The City requires rental companies to have a \$1,000,000 liability insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set Up/Teardown:**
 - The city **does NOT** provide setup or teardown of vendor rental items for client’s event.
- **Delivery/Pick Up:**
 - Rentals must be delivered within the confines of the rental period.
 - Rentals may be picked up the day following the event provided there are no other events scheduled. If another event is scheduled, the rentals must be picked up and *off property* no later than the contracted start time of the next event. Clients will be informed of the next day’s rental time at the time of booking, or upon the booking of the next day.
 - If rentals are being picked up after the end of the rental period, client is responsible for ensuring that all rental items are cleared from the mansion to allow for the rental company to access items after hours.
 - Client will be billed \$500 when rentals are left inside the mansion or remain on property past their designated time.
 - All rentals’ contracts are between client and their chosen rental company. The City, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in pickup or delivery from property.

- Client is responsible for ensuring that rentals vendors are aware of the City's policies on using rentals, delivery procedures, and pickup timing.
- Rental companies may not drive in the grass for any reason to reach desired event area.

VENUE RENTAL ITEMS

- The “venue rental items” outlined below are referring to the tables and chairs provided by the City of Brentwood within client’s contracts.
- **Rentals:**
 - Cool Springs House currently has a limited number of onsite tables and chairs for client’s use. The use of these tables and chairs is included in the rental fee. All linens must be supplied by client or rental company.
 - Because damage may occur at any point in time, the City cannot guarantee the quality or quantity of any items in its inventory of tables and chairs. Should damage occur to any of the City’s rental items, the City is not guaranteed to be able to replace any of the items prior to the next event.
- **Set up/Teardown:**
 - The City **does NOT** provide set up or teardown/removal of any rental items for client’s event.
 - All Cool Springs House items must go back in the shed before the conclusion of the Client’s event.
 - If client improperly sets up or tears down the City’s rental items, client will be billed \$200 to account additional required labor in correcting set up or teardown. Any damage found to the City’s rentals will be billed to the client.

TENTS

- **Insurance:**
 - Client may use any *licensed and insured* commercial tent company they choose. The tent contract must be submitted to the Event Venue Manager four weeks prior to the event.
 - The City requires the tent company to have a \$1,000,000 insurance policy. License and insurance information for tent companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set up/Teardown:**
 - Tents are only allowed on the grounds in designated areas. These areas include the brick patio, and lawn in front of or to the side of the barn.;
 - Tent companies are responsible for all supplying, erecting and removal of tents. Tents must be constructed of fire-retardant material and meet all guidelines established by the fire marshal.
 - The City is not responsible for the tent nor items set up under or around the tent. Client will be responsible for any damage to the grounds resulting from the installation, use, and removal of the tent structure.
 - Use of any type of flooring must be approved by the Event Venue Manager prior to any contracts being signed with a rental company.
 - Tents must be set up within the confines of the rental period.

- With prior approval, tents may be removed no later than the day following the event provided there are no other events scheduled. If another event is scheduled, the tent must be torn down and removed from the property no later than the contracted start time of the next event.
- Client will be billed \$500 when tents remain on property past their designated time.
- Tent companies may not drive in the grass for any reason to reach desired tenting area.
- All tent contracts are between client and their chosen tenting company. The City, the Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in erecting or removing tenting from property.
- Client is responsible for ensuring that tenting vendors are aware of the City's policies for delivery and pickup timing.
- **Tent Sharing:**
 - Clients may share a tent with any other adjacent events upon approval from the Event Venue Manager. A share plan, including delivery/pickup times must be submitted to the City within two weeks of the event and must be signed by both the contracting parties, as well as the planners, from each event.

CATERING

- Client may use a catering service of their choice. The City recommends, but does not require, a licensed and insured caterer, as our kitchen is not equipped for food prep, cooking, etc. for large events.
- **Kitchen Equipment:**
 - The Cool Springs House kitchen is equipped with a small refrigerator/freezer, stove/oven, microwave, coffee pots, and small prep table.
 - The kitchen stove may be used for warming only and is not intended for active cooking.
 - The freezer does not make ice. Any required must be furnished by client.
 - The City does not supply pots, pans, flatware, etc. for catering usage. ~~for any cooking on site.~~ Any required must be furnished by client.
 - The kitchen sink does not have a garbage disposal. No food items or garbage may be put down the drain.
- **Catering Trash:**
 - Caterers and/or client are responsible for cleaning the space they use and returning it to the condition in which it was found.
 - The City will supply a limited number of trash cans for client to dispose of their trash at the conclusion of their event.
 - All trash must be in **tied** trash bags and placed in the containers inside the fenced area at the rear of the house. Any trash that does not fit within the provided containers must be removed by the client at the event's conclusion for disposal.
 - Trash bags are to be provided by the client.
 - Client will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of client's trash.
- **Food Trucks:**

- Food trucks are allowed in designated areas only on the driveway. All food trucks must have a mobile food vendor permit issued by the City of Brentwood.

ALCOHOL

- **General Requirements:**
 - Alcoholic beverages (including but not limited to beer, wine, liquor, seltzers and/or champagne toasts) may be served only by bartender(s) licensed by the Tennessee Alcoholic Beverage Commission. A copy of the bartender's ABC license must be on file four weeks prior to the event.
 - Bartenders must be on site only as a vendor and may not be the client themselves or a guest at the event.
 - Bartenders must remain with all alcohol through the duration of the event and are responsible for distributing alcohol to any guest of valid drinking age.
 - Bartenders may not consume alcohol in any form while working at a client's event.
 - Bartenders are responsible for all alcohol related trash and must place trash in tied trash bags in designated trash area.
- **Licensing and Insurance:**
 - In addition to the ABC license(s), client must obtain a host liquor liability insurance policy, which is required to be on file with the City four weeks prior to the event.
- **Consumption Requirements:**
 - The City of Brentwood strictly prohibits the pouring and consumption of pure alcohol in the form of shots.
 - All consumption of alcohol in dressing areas must end once event begins.
 - All alcohol must be packed away prior to the bartender departure. No alcohol may be consumed once the licensed bartender has left.
 - All alcohol consumption must end no later than 30 minutes prior to anticipated guest departure.
 - Client must confirm with the Event Venue Manager no less than four weeks prior to their event if they intend to have alcohol. Should Client inform the City that they are not providing alcohol at their event and the Client(s), or any guests (including members of the wedding party) are found consuming alcohol on the premises without the proper documents as outlined in this contract, the City reserves the right to immediately terminate client's event. Should this occur, no refunds will be given.

LIGHTING

- **Inside:**
 - The house has standard lighting throughout. If client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.
- **Porches:**
 - All porches have flood lights or lanterns which may be turned on for events. These lights are not on dimmers and must be used as is.
- **Outside:**
 - The house has traditional flood lights on the corners and a spotlight on the barn. There are no lights provided for the reception area. Any additional lighting for outside is client's responsibility to acquire.

POWER

- The Cool Springs House has three power distribution boxes at three different locations for band/sound and lighting hookups in the designated tent areas.
- If client requires more than three circuits of power, client will need to seek additional power sources.
- Clients are responsible for confirming with their vendors whether the Cool Springs House has adequate power sourcing for their specific event needs.

INSURANCE

- **Client Obtained:**
 - The City of Brentwood requires each client to obtain a \$1,000,000 general liability insurance policy for the event, naming the City of Brentwood as an additional insured if the event involves more than 50 people and/or the use/consumption of alcohol in any form. If alcohol is served, the liability policy must include Host Liquor Liability. Proof of such insurance must be provided four weeks prior to the event date. Client may purchase this insurance policy from any provider of their choosing.
- **Vendor Required:**
 - All rental and tent vendors must carry \$1,000,000 in general liability insurance and provide the City of Brentwood with a certificate of insurance four weeks prior to the event.

MUSIC & DANCING

- **Outside:**
 - All outdoor music must end at **10:00pm** to comply with the City of Brentwood's noise ordinance. No exceptions will be made.
 - Outdoor music on the house grounds must never exceed 70 decibels.
 - Because the mansion is surrounded by residential neighborhoods, music shall not contain obscene or patently offensive language.
 - The City reserves the right to shut down any event if the police find that they've violated the City's noise ordinance.
- **Inside:**
 - To prevent damage to the original wood floors, no dancing or bands are allowed inside the house.

DECORATIONS

- Client shall be responsible for all decorations for the event.
- Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.
- All decorations must be removed, without leaving damage, prior to the contracted end time of client's event. Should the City find damage to the historic house or property due to client's decorations, client will be responsible for paying for repair costs in full.

- No loose glitter, confetti, fake or real flower petals or other materials prohibited by the Event Venue Manager may be used at any time.
- **Approved Send-off Methods:** Bubbles, glow sticks, pom poms, ribbon wands, streamers, or any other preapproved items may be used for send-off methods
- **Prohibited Send-off Methods:** Sparklers, rice, bird seed, flower petals (fake or real), sky lanterns, fireworks, and confetti are strictly prohibited.
- Any additional send-off methods must be approved by the City prior to client's event.

CANDLES/FIRE

- **Inside:**
 - The use of candles or any type of open flame is strictly prohibited **inside** the house at any time. LED or flameless candles are allowed.
- **Outside:**
 - Candles may be used outside away from porches under the following guidelines: All candles must be contained or enclosed in glass and the flame must not reach higher than one-half inch below the top of the glass.
- **Restrictions:**
 - Except for sterno or similar product for heating food, no liquid fuel candles are permitted. No flame of any kind (other than the described above) is allowed on property.
 - No fire pits of any kind are permitted.

WEDDING REHEARSALS

- All rehearsals must be done on the day of the contracted rental and may be no earlier than the agreed upon start time of the event, unless client has rented additional time the day prior to the rental as provided within this Policy.

PLANNER/CONSULTANT

- Client is encouraged to hire an event planner for their special day and all of the activities that surround it. The Event Venue Manager may be consulted about recommended or appropriate uses of the house and grounds for the event but will not serve as the event planner.

SMOKING AND SUBSTANCES

- Smoking of any kind is prohibited inside the house and on the porches at any time. Electric cigarettes are also prohibited inside the house and on the porches.
- Illegal substances (e.g. marijuana, cocaine) are strictly prohibited on the Cool Springs House property. The user(s) of said substances are required to leave property immediately.

CLEAN UP POLICY

- Client shall pay a flat rate cleaning fee with their final balance payment, due six months prior to the event. This cleaning fee covers the cost cleaning of the house in preparation for the next event. Below outlines the client responsibilities for cleanup versus what your cleaning fee will cover.
- Client/outside vendor responsibilities: Trash removal inside the mansion, trash removal for reception area, dressing rooms trash and items clean up, catering kitchen clean up, putting

furniture back in their proper places inside the mansion, ensuring rental items are cleared from the mansion and put away, removing all décor and personal items.

- Cleaning company responsibilities covered under Client's cleaning fee: Sweeping, mopping and/or vacuuming of all surfaces, dusting and wiping down surfaces, restroom cleaning, restroom restocking.
- Should Client fail to perform their cleaning responsibilities as outlined in this contract, the cleaning company may bill the City for additional duties. Clients will then be billed for all additional fees that the City has incurred.
- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be **tied** and placed in the trash cans provided in the black fenced area at the rear of the house.
- A trash receptacle is furnished for client, but the client is responsible for bringing their own trash bags.
- All decorations, equipment, and any other personal or rental items must be removed from the house/grounds at the conclusion of the event.
- All doors must be locked at the conclusion of the event, including the shed.
- Ice must be disposed in the kitchen sink and not in/on the yard/grounds of the house.
- Any items remaining when the City's cleaning service arrives will be discarded unless prior arrangements have been made. Should the City be charged by the cleaning company for additional cleaning services due to items left behind, the cost will be passed along to the client.
- Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Cool Springs House are to be returned to the designated storage areas unless prior arrangements have been made and approval has been given by the Event Venue Manager. In no event will the City be liable for the loss or damage of items left out overnight.

GROUND

- As a historical property, The Cool Springs House is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (e.g., fire, tornado), and is no longer suitable for the event, the City reserves the right to cancel. All money paid by client to the City will be returned in full.
- Client acknowledges that Crockett Park is an active recreational park within the City of Brentwood. This park may have various sports and athletic activities happening all seven days of the week throughout the year. The City will make every effort to contact clients whose events fall on a date where there will be large amounts of additional park activities to allow for additional parking arrangements.
- Client is responsible for returning the grounds and facility to the condition in which they were found.

PARKING

- Parking is available in the parking area behind the house with a walkway leading to the house.

- While parking is generally available in Crockett Park, should parking become unavailable for an event due to recreational activities in the park, the Event Venue Manager will assist client in creating an alternate parking plan.
- The City of Brentwood is not liable for any damage to vehicles due to being left in the park overnight.
- The driveway is for vendor load in/load out or drop-off of guests. Parking in the driveway, in the grass, or on the street is prohibited.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

HOUSE

- Damage to the house, furnishings, or other items must be reported in writing to the Event Venue Manager immediately; any damage will be billed to the client.
- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by client or client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from client event will be billed to the client.
 - Client will be billed \$50 per piece of furniture found in the wrong location at the conclusion of their event.
 - Inside furniture may not be brought outside under any circumstance.

RENTAL PERIOD

- Client is required to do all setup and teardown within their contracted rental period.
- **Client must be out of the house no later than the end of their contracted rental time. There will be no grace period for remaining inside. Client will be billed \$100 for every five minutes that they or their guests/representatives remain inside the house past their contract. In the event City staff is not present at the end of the contracted rental time, staff may rely on photographic or video images from staff or the cleaning company to determine the timing of client departure.**

ANIMALS

- Pets are permitted in wedding ceremonies and other special events **with prior notice** given to and approved by the Event Venue Manager. Pets must have a handler and be leashed at all times. All pet waste must be removed and properly disposed of in the trash. Pets are not allowed inside any buildings at any time.
- Larger animals and/or livestock must be approved by the Event Venue Manager. If approval is given, the animal must be supplied by a licensed and insured vendor/handler. The vendor/handler must stay with the animal at all times. At no time will the animal be allowed inside the house or on the porches. All items related to the animal, including animal waste, must be removed and properly disposed of in the designated trash area. Trailers are not permitted to drive and/or park on the grass. **Please note: not all requests for animals will be granted, and approval is given at the discretion of the Event Venue Manager on a case by case basis.**

ADDITIONAL REQUIRED DOCUMENTS

- Two questionnaires are provided client throughout the booking process. These questionnaires are required documents and must be submitted back to the City in a timely manner.
 1. Vendor Questionnaire – load in and load out times are required for all vendors
 2. Final Questionnaire

FINAL EVENT PLANS

- The following are required documents to be submitted to the City no less than four weeks prior to client’s event:
 - Client’s certificate of Liability Insurance
 - Host Liquor Insurance, if applicable
 - A copy of the bartender’s ABC license, if applicable
 - Vendor questionnaire
 - Tenting certificate of insurance
 - Rentals certificate of insurance
- A reminder and request for documents will be sent to Client six weeks prior to the event.

SUMMARY OF FEES

- Client’s failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Client is responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the client.
 - Personal items remaining on property past rental period - **\$200**
 - Cool Springs House rentals being improperly set up or torn down - **\$200**
 - Vendor rental items remaining on site past contracted rental period (without prior approval in writing) - **\$500**
 - Tents remaining on site past contract rental period (without proper approval in writing) - **\$500**
 - Moving furniture without putting it back in the proper location - **\$50/piece of furniture**
 - Improperly disposing of all trash - **\$100**
 - Failing to exit the house by the end of contract - **\$100 per every five minutes** remaining on site

ENFORCEMENT

- The City Manager or his designee may place additional restrictions or conditions on the use of the City’s property. The City Manager may deny use of the house to any user when it is determined to be in the best interest of the City.

Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Resolution 2024-17 - Amending the Operating Policies and Procedures for Ravenswood Mansion

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Resolution 2024-17 - Amending the Operating Policies and Procedures for Ravenswood Mansion

Background

Since 2014, the City of Brentwood has owned and operated Ravenswood Mansion, located in Marcella Vivrette Smith Park, as a rental space for special events, weddings, parties, and business meetings. Rental rates and guidelines were initially adopted as part of the Ravenswood Mansion Operating Policies and Procedures prior to the FY 2014 opening. The guidelines and rental rates were updated in 2017, 2019, 2021, 2022, and 2023.

Staff have identified one policy change that is needed regarding the discounted "bundle" pricing. Currently, guests who book the home for a Saturday event may also book the adjacent Friday or Sunday for \$1,500 instead of the regular \$3,000 rate. This offer does not include any time restrictions, leading to some peak-season Fridays and Sundays being booked for half-price more than a year in advance. This reduces the availability of the home for full-price renters, resulting in lost revenue. These discounts for just the FY 2024 events have a value of \$13,500. While the option is a good pricing feature to capture un-booked dates, staff believe many of these dates would book at full price if the offer were limited to 90 days from the client's Saturday event date. The attached proposed policy amendment would provide this limitation.

Please contact the Assistant City Manager or Community Relations Director with any questions.

Staff Recommendation

Staff recommends approval of the attached resolution amending the Policies and Procedures for Ravenswood Mansion.

Previous Commission Action

Resolution 2023-20 - On February 13, 2023, the City Commission amended the Policies and Procedures for Ravenswood Mansion to include a revised cleaning fee and to grant the City Manager authority to make minor changes to the Policies and Procedures.

Fiscal Impact

Attachments

Resolution 2024-17

Ravenswood Mansion - Revised Policies and Procedures - redline

RESOLUTION 2024-17

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE
AMENDING THE OPERATING POLICIES AND PROCEDURES
FOR RAVENSWOOD MANSION**

WHEREAS, the Ravenswood Mansion at Marcella Vivrette Smith Park is used by the public for meetings, social functions and other activities and events; and

WHEREAS, the Board of Commissioners desires to amend the Operating Policies and Procedures for the use of Ravenswood Mansion as an event venue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Operating Policies and Procedures for the use of Ravenswood Mansion as an event venue are hereby updated and in effect as set forth in the attached Exhibit A.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



**Rental Agreement
General Policies and Procedures**

EVENT RENTAL COST*

- Monday – Thursday: 9:00am – 5:00pm.....\$750.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,250.00
- Friday: 9:00am-11:00pm.....\$3,000.00
- Saturday: 9:00am – 11:00pm..... \$4,500.00
- Sunday: 9:00am-11:00pm.....\$3,000.00

[*See additional bundle and seasonal pricing below](#)

ADDITIONAL FEES

Cleaning Fee: \$ 300

BUNDLE OPTIONS

- **Wedding Bundle:**
 - If, within 90 days of their event date, an adjacent Friday or Sunday is available, Client may bundle at the Friday or Sunday date for a special rate of \$1,500 in addition to their Saturday rental. Subject to availability.
- **Weekend Buy Out:**
 - Rent Ravenswood Mansion for the whole weekend. Use Friday to set up for your event, Saturday to host your special day, and Sunday to break everything down. 9:00am-11:00pm access each day for a total of \$7,500 during peak season and \$6,000 during off peak season. Discount only available 90 days prior to event date. *Cleaning fee not included.*
- **14 Days Out:**
 - **Set Up Rental:** Within 14 days of their event, Client may book day-before access for early set up, storage, and/or rehearsal. The fee is \$500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day prior to their event, subject to availability.
 - **Break Down Rental:** Within 14 days of their event, Client may book day-after access for tear down of tent, rental items, or removal of personal items. The fee is \$500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day after to their event, subject to availability. Alcohol and trash items may not be left out overnight.

SEASONAL DISCOUNTS

Available in January, February, March, August, and December. Prices are as follows:

- Monday – Thursday: 9:00am – 5:00pm.....\$500.00

- Monday – Thursday: 5:00pm – 11:00pm..... \$1,000.00
- Friday: 9:00am – 11:00pm.....\$2,500.00
- Saturday: 9:00am – 11:00pm.....\$3,000.00
- Sunday: 9:00am – 11:00pm.....\$2,500.00

WINTER INDOOR EVENTS

- Friday, Saturday, or Sunday 9:00am-11:00pm \$1,500.00
 - Available December 1 – March 20
 - Limited to maximum of 50 guests.

SPECIAL PRICING

- **Additional Hours:** Additional hours may be added on the day of a Client’s rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.
- **Hourly Rate:** The Event Venue Manager may grant Client special hourly rates on any available dates provided the dates are not already booked 14 days out. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.
- **30 Day out Rate:** Unreserved dates (weekend days: Friday, Saturday and Sunday) may be booked within 30 days of an event for 50% of the regular rental rate.
- **Weekday Photography Pricing:** The interior of the Mansion may be accessed for photography needs at a rate of \$50/hour. This pricing is available on general tour dates and does not grant Client exclusive access to the Mansion. Event Venue Manager may have tours or other meetings at the Mansion during that time but will put forth every effort to minimize distractions to Client. No minimum hours are required.

CAPACITY

- **Inside:**
 - The first floor is designed to accommodate up to 80 persons for a seated dinner. For a standing reception event, the mansion will accommodate 125 persons.
 - The second floor provides a changing room for use during weddings for the bride and groom. A restroom is also available on the second floor.
 - Because the mansion is divided into rooms, an inside wedding ceremony would be limited to a small group (no more than 40) in order for everyone to be able to witness the ceremony.
- **Outside:**
 - When using a tent, the maximum number of guests allowed on property is 300. Outdoor ceremonies are held on a lawn or on the front porch.
 - Our 40’x90’ patio comfortably seats up to 250 guests with a stage and dance floor.

RESERVATION POLICY

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Ravenswood Mansion calendar for availability. If the date is available, send an email requesting to book the date to: ravenswoodmansion@brentwoodtn.gov. An electronic contract will be sent at that time and the Client will have up to 72 hours to complete the contract.

- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if more than six months out, full rental fee is less than six months). Checks, cash or credit card payments are accepted. Credit card and electronic check authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can be mailed to City of Brentwood, Attention: Ravenswood Mansion, P.O. Box 788, Brentwood, TN 37024-0788.
- The balance of the rental fee, and the flat rate cleaning fee are due six months prior to the event. Failure to meet this payment schedule will put Client's account on hold for seven days, at which time the Event Venue Manager will send a notice to Client requiring immediate action. If payment is not received within seven days of notice given, the event will be cancelled with no refunds given.

CANCELATION POLICY

- Client may cancel this contract at any time. Cancellations must be made with the Event Venue Manager in writing, preferably by email to
 - ravenswoodmansion@brentwoodtn.gov.
- **More than 180 Days:**
 - If Client cancels more than 180 days months prior to the event date, the City will return 50% percent of the deposit to the Client.
 - If the Client paid in full at the time of booking, and there were more than 180 days prior to the event, the City will return payments, less 50% of the contracted deposit amount.
 - The cleaning fee may also be returned, if applicable.
- **90 Days to 180 days:**
 - If Client requests to cancel less than 180 days but more than 90 days prior to the event date, the City will return 25% of their total paid up to date, and the cleaning fee.
- **Less 90 Days:**
 - If Client requests to cancel 90 days or less from their original contracted date no rental fee refunds may be given, however the cleaning fee may be refunded.

RESCHEDULING POLICY

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to:
 - ravenswoodmansion@brentwoodtn.gov.
- **More than 180 Days:**
 - If Client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.
 - Should Client choose a new date that for which the booking fee is less than that of their original date, the City will return the difference in balance.
- **90 Days to 180 Days:**
 - If Client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.

- Should Client choose a new date for which the booking fee is less than that of their original date, the Client shall not receive any refunds for a difference in balance.
- **Less Than 90 Days:**
 - Any rescheduled dates less than 90 days before the event will be considered a cancellation and Client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.
- Should Client choose a new date that is more expensive than their original date, the Client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If Client reschedules a date and then subsequently cancels the contract, Client shall receive no refund for the cancellation.

PERSONAL ITEMS

- All personal items must be delivered and picked up within the confines of the rental period .The City of Brentwood is not responsible for personal items.
- Client will be billed \$200 for any items left inside the mansion or on the grounds past the allotted rental period.

VENDOR RENTAL ITEMS

- Rental items are an industry term used for items such as tables, chairs, linens, china, flatware, etc. The term “vendor rental items” refer to such items rented from an outside company separate from the City of Brentwood.
- **Insurance:**
 - Client may use any *licensed and insured* vendor for the rental of tables, chairs, linens, china, etc. The rental order must be submitted to the Venue Director four weeks prior to the event.
 - The City requires rental companies to have a \$1,000,000 liability insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set Up/Teardown:**
 - The City **does NOT** provide set up or teardown of vendor rental items for Client’s event.
 - If a Client has over 50 guests at an event, they are *required* to hire the delivering rental company to do all setup and teardown of the rental items being provided.
- **Delivery/Pick Up:**
 - Rentals must be delivered within the confines of the rental period.
 - Rentals may be picked up the day following the event provided there are no other events scheduled. If another event is scheduled, the rentals must be picked up and *off property* no later than the contracted start time of the next event.
 - Clients will be informed of the next day’s rental time at the time of booking, or upon the booking of the next day.
 - If rentals are being picked up after the end of your rental period, Client is responsible for ensuring that all rental items are cleared from the mansion to allow for the rental company to access items after hours.
 - Client will be billed \$500 when rentals are left inside the mansion or remain on property past their designated time.

- All rentals contracts are between the Client and their chosen rental company. The City, their Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in pickup or delivery from property.
- Client is responsible for ensuring that rentals vendors are aware of the City's policies on using rentals, delivery procedures, and pick-up timing.
- Rental companies may not drive in the grass for any reason to reach desired event area.

VENUE RENTAL ITEMS

- The "venue rental items" outlined below are referring to the tables, chairs, and other items provided by the City of Brentwood within Client's contracts.
- **Rentals:**
 - Ravenswood Mansion currently has a limited number of in-house rental items for Client's use. Rental items include tables, chairs, and other items that are listed on the Ravenswood Mansion website. Rental items are included in the rental fee and are not a separate charge for usage.
 - Because damage may occur at any point in time, the City does not guarantee the quality or quantity of any items in its inventory of tables and chairs. Should damage occur to any of the City's rental items, the City is not guaranteed to be able to replace any of their items prior to the next event.
- **Set up/Teardown:**
 - The City **does NOT** provide set up or teardown of any of their items for Client's event.
 - IF a Client has over 50 guests at an event, they are *required* to hire a licensed and insured event professional/company to do all setup and teardown of the City's rental items.
 - If Client has less than 50 guests at an event, they may choose to set up and tear down the City's rental items themselves within their rental period. Client may also choose to have an industry professional do the setup and teardown on their behalf.
 - Any events with less than 50 guests who choose to set up/tear down rental items themselves, will billed \$200 for misuse of the City's property if the City finds that rentals have been improperly torn down and stored in the Carriage House.
 - All Ravenswood rental items must go back in the Carriage House before the conclusion of the Client's event, unless prior approval to leave items out has been given in writing by the Event Venue Manager.
 - Should a Client desire to have chairs flipped from ceremony to reception during a wedding, the City will allow for a designated, nonprofessional group to perform this task only under the direct supervision of the planner on site.

TENTS

- **Insurance:**
 - Client may use any *licensed and insured* commercial tent company they choose. The tenting contract must be submitted to the Event Venue Manager four weeks prior to the event.
 - The City requires the tenting company to have a \$1,000,000 insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set up/Teardown:**
 - Tents are only allowed on the grounds in designated areas. These areas include the 40x90 patio, covering the patio walkway, or the back lawn. No tents may be set up directly in front of the mansion.

- The 40x90 patio is designed to fit frame tents that are 40' wide and any increments of 10' long up to 90', or the full length of the patio.
- Tents may be staked for support under the guidelines that stakes may be placed no less than three feet from the patio.
- Tenting may only run off the patio area if approved by the Event Venue Manager.
- Tenting companies are responsible for all supplying, erecting, and removal of tents. Tents must be constructed of fire-retardant material and meet all guidelines established by the fire marshal.
- The City is not responsible for the tent nor items set up under or around the tent. Client will be responsible for any damage to the grounds resulting from the installation, use, and removal of the tent structure.
- Tents must be set up within the confines of the Client's rental period.
- With prior approval, tents may be torn down the day following the event provided there are no other events scheduled. If another event is scheduled, the tent must be torn down and removed from the property no later than the contracted start time of the next event.
- Client will be billed \$500 when tents remain on property past their designated time.
- Tenting companies may not drive in the grass for any reason to reach desired tenting area.
- All tenting contracts are between the Client and their chosen tenting company. The City, its Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in erecting or removing tenting from property.
- Client is responsible for ensuring that tenting vendors are aware of the City's policies delivery and pickup timing.
- **Tent Sharing:**
 - Clients may share a tent with any other adjacent events upon approval from the Event Venue Manager. A share plan, including delivery/pickup times must be submitted to the City within two weeks of the event and must be signed by both the contracting parties, as well as the planners, from each event.

CATERING

- **Insurance:**
 - Client may use any *licensed and insured* catering service of their choice.
 - All caterers must carry \$1,000,000 in general liability insurance and provide the Event Venue Manager with a certificate of insurance four weeks prior to the event.
- **Kitchen Equipment:**
 - The Ravenswood kitchen is equipped with a standard refrigerator/freezer, hot box, microwave, and icemaker. The icemaker is equipped to *typically* handle weddings of 100 or less. For weddings of any size, if Client plans to be icing down an extraordinary amount of beverages (including kegs, large quantities of alcohol, etc.), Client should be prepared to provide additional ice. Any weddings with a guest count above 100 should also be prepared to provide additional ice.
- **Requirements:**
 - A minimum of one catering staff member must remain on site through the duration of your food service.
 - Catering may not be dropped on site and left unattended by catering company. Client's licensed caterer must remain in charge of all food through the duration of the event.

- Caterers are required to do all setup, teardown, and cleanup of all food-related items, regardless of event size. All caterers must check out with the Event Representative on site during an event prior to their departure.
- Ice must be disposed in the kitchen sink and not in/on the yard/grounds of the mansion.
- **Catering Trash:**
 - Caterers are responsible for busing reception tables and ensuring the tables are cleared of food related items such as plates, silverware, napkins, etc.
 - Caterers are responsible for cleaning the space they use and returning it to the condition in which it was found.
 - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.
 - All trash must be in tied trash bags and placed in the containers inside the black fenced area at the rear of the mansion. Any trash that does not fit within the provided containers must be taken with the Client at the events conclusion for disposal.
 - Client will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.
- **Food Trucks:**
 - Food trucks are allowed in designated areas only on the driveway. All food trucks must have a mobile food vendor permit issued by the City of Brentwood.

ALCOHOL

- **General Requirements:**
 - Alcoholic beverages (including but not limited to beer, wine, liquor, seltzers, and/or champagne toasts) may be served only by bartender(s) licensed by the Tennessee Alcoholic Beverage Commission. A copy of the bartender's ABC license must be on file four weeks prior to the event.
 - Bartenders must be on site only as a vendor and may not be the Client themselves or a guest at the event.
 - Bartenders must remain with all alcohol through the duration of the event and are responsible for distributing alcohol to any guest of valid drinking age.
 - Bartenders may not consume alcohol in any form while working at a Client's event.
 - Bartenders are responsible for all alcohol related trash and must place trash in tied trash bags in designated trash area.
- **Licensing and Insurance:**
 - In addition to the ABC license(s), Client must obtain a host liquor liability insurance policy, which is required to be on file with the City four weeks prior to the event.
- **Consumption Requirements:**
 - The City of Brentwood strictly prohibits the pouring and consumption of pure alcohol in the form of shots.
 - All consumption of alcohol in dressing areas must end once event begins.
 - All alcohol must be packed away prior to the bartender departure. No alcohol may be consumed once the licensed bartender has left.
 - All alcohol consumption must end no later than 30 minutes prior to anticipated guest departure.
 - Should alcohol-related issues arise, the Event Venue Representative has the right to request assistance from the Brentwood Police Department in resolving alcohol-related conflict.

- Client must confirm with the Event Venue Manager no less than four weeks prior to their event if they intend to have alcohol. Should a Client inform the City that they are not providing alcohol at their event and the Clients, or any guests (including members of the wedding party) are found consuming alcohol on the premises without the proper required documents as outlined in this contract, the City reserves the right to immediately terminate Client's event. Should this occur, no refunds will be given.

LIGHTING

- **Inside:**
 - The mansion has adequate lighting for inside events. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.
- **Porches:**
 - All porches have traditional canned lights, which may be turned on for events. These lights are not on dimmers and must be used as is.
- **Outside:**
 - *The mansion* has traditional flood lights on its corners, as well as a few tree spotlights. Lights for the patio area are not provided.
 - Should a Client desire to have lighting at their event in the form of string lights, up lighting, chandeliers, etc. Client is responsible for hiring a licensed and insured lighting professional to supply, install, and breakdown all lighting materials.
 - *The grounds* have pathway lights to allow for easy viewing of sidewalks.

POWER

- Ravenswood has 11 circuits of power total in the reception area.
- There are three circuits dedicated to only event power.
- Clients are responsible for confirming with their vendors whether Ravenswood Mansion has adequate power sourcing for their specific event needs.
- If Client requires more power, they will need to seek additional power sources such as generators, etc.

INSURANCE

- **Client Obtained:**
 - The City of Brentwood requires each Client to obtain a \$1,000,000 general liability insurance policy for the event, naming the City of Brentwood as an additional insured if the event involves more than 50 people and/or the use/consumption of alcohol in any form. If alcohol is served, the liability policy must include Host Liquor Liability. Proof of such insurance must be provided four weeks prior to the event date. Client may purchase this insurance policy from any provider of their choosing.
- **Vendor Required:**
 - All caterer, rental, tent, and lighting vendors must carry \$1,000,000 in general liability insurance and provide the City of Brentwood with a certificate of insurance four weeks prior to the event.

MUSIC & DANCING

- **Outside:**

- *All outdoor music must cease at 10:00pm* to comply with the City of Brentwood's noise ordinance. No exceptions to this will be made.
- Outdoor music on the house grounds must never exceed 70 decibels.
- Because the mansion is surrounded by residential neighborhoods, music shall not contain obscene or patently offensive language.
- The City reserves the right to shut down any event if the police find that they've violated the City's noise ordinance.
- **Inside:**
 - To prevent damage to the original wood floors, no dancing, or bands are allowed inside the mansion.

DECORATIONS

- Client shall be responsible for all decorations for the event.
- Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.
- All decorations must be removed, without leaving damage, prior to the contracted end time of the Client's event. Should the City find damage to the historic house or property due to Client's decorations, Client will be responsible for paying for repair costs in full.
- No loose glitter, confetti, fake flower petals, or any other materials prohibited by the Event Venue Manager may be used at any time.
- Should a Client desire to use real flower petals in any capacity, Client is responsible for the pickup and disposal of all petals prior to the end of their contracted rental time.
- **Approved Send-off Methods:** Bubbles, glow sticks, pom poms, ribbon wands, streamers, pom poms, and/or any other preapproved items may be used for send-off methods. Any other items not listed here must receive prior approval by the Event Venue Manager.
- **Prohibited Send-off Methods:** Sparklers, balloons, rice, bird seed, fake flower petals, sky lanterns, fireworks, and confetti are strictly prohibited.

CANDLES/FIRE

- The Event Representative reserves the right to request that any flame or candle be extinguished or removed, should they determine it to be unsafe.
- **Inside:**
 - The use of candles or any type of open flame is strictly prohibited **inside** the mansion at any time. LED or flameless candles are allowed.
- **Porches:**
 - Candles may be used on the porches if they are placed on a table and not directly set on the porch.
 - All candles must be contained or enclosed in glass and the flame must not reach higher than one-half inch below the top of the glass.
- **Outside:**
 - Other types of non-contained candles may be used outside away from the mansion and porches.
- **Restrictions:**
 - Except for sterno or similar product for heating food, no liquid fuel candles are permitted. No flame of any kind (other than the described above) is allowed on property.
 - No fire pits of any kind are permitted.

PHOTOGRAPHY

- Client is permitted to take photos on the property for such purposes such as engagement, bridal portraits, etc. Prior approval is required for such photos to ensure the property is not previously agreed upon to be rented out or in use. Please contact the Event Venue Manager to schedule a time for photos.
- The grand front staircase may be used, but no more than two people at a time are permitted on it at any time.
- Clients acknowledge that their event is located in a public park where photography from other Clients may be going on in the public spaces.

WEDDING REHEARSAL

- All rehearsals must be done on the day of the contracted rental and may be no earlier than the agreed upon start time of the event, unless Client has rented additional time the day prior to the rental as provided within this policy.

PLANNER/EVENT MANAGEMENT

- Clients are required to sign a contract with an industry professional to do all outlined planner duties in regard to events.
- A minimum of a month of event planner or event management company is *required* for all wedding rentals, regardless of wedding size.
- A minimum of a day of event planner or event management company is *required* for all event rentals, regardless of event size.
- Wedding Planners must be industry professionals and may not be a friend or family member standing in for such role.
- All activities surrounding the wedding at Ravenswood Mansion must be managed by the planner, including but not limited to creating and managing all timelines, coordinating and managing guests, vendors, and Clients on the day of the event.
- Planner must be present beginning at first vendor load-in, or first guest arrival, whichever occurs first. Planner may not leave until the end of all mansion loadout AND the last guest has departed.
- Planners will be required to review the Client's contract with the City and sign a Planner Agreement acknowledging that they have read and understand their requirements.
- Planners will be required to do a venue walk-through with the Event Representative prior to departure.
- The City must have a copy of the written agreement with the planner four weeks prior to the event.
- A City Representative will be present the day of the event to assist in any aspect tending to the mansion, grounds, etc, but does not serve as the planner.

SMOKING AND SUBSTANCES

- Smoking of any kind is prohibited inside the mansion and on the porches at any time. Electric cigarettes are also prohibited inside the mansion and on the porches.
- Illegal substances (e.g. marijuana, cocaine) are strictly prohibited on the Ravenswood Mansion property. The user(s) of said substances are required to leave property immediately.

CLEAN UP POLICY

- Client shall pay a flat rate cleaning fee with their final balance payment, due six months prior to the event. This cleaning fee covers the cost cleaning of the mansion in preparation for the next event. Below outlines the Client responsibilities for clean up versus what your cleaning fee will cover.
- Client/outside vendor responsibilities: Trash removal inside the mansion, trash removal for reception area, dressing rooms trash and items clean up, catering kitchen clean up, putting furniture back in their proper places inside the mansion, ensuring rental items are cleared from the mansion and put away, removing all décor and personal items.
- Cleaning company responsibilities covered under Client's cleaning fee: Sweeping, mopping and/or vacuuming of all surfaces, dusting and wiping down surfaces, restroom cleaning, restroom restocking.
- Should Client fail to perform their cleaning responsibilities as outlined in this contract, the cleaning company may bill the City for additional duties. Clients will then be billed for all additional fees that the City has incurred.
- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be **tied** and placed in the trash cans provided in the black fenced area at the rear of the mansion.
- A trash receptacle and trash bags will be furnished for Client.
- All decorations, equipment, and any other personal or rental items must be removed from the mansion/grounds at the conclusion of the event.
- Any items remaining when the City's cleaning service arrives will be discarded unless prior arrangements have been made.
- The Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Ravenswood Mansion are to be returned to the designated storage areas, unless prior arrangements have been made and approval has been given at the discretion of the Event Venue Manager. In no event will the City be liable for the loss or damage of items left out overnight.

GROUNDS

- As a historical property, Ravenswood Mansion is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by Client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (i.e. acts of god, fire, tornado), and is not suitable to host the event, the City reserves the right to cancel. All money paid by Client and received by the City will be returned in full.
- Client acknowledges that Smith Park is an active recreational park within the City of Brentwood. This park may have various sports and other activities happening all seven days of the week throughout the year.

PARKING

- Parking is available in the adjacent parking lots.
- The driveway is only for vendor load in/load out or drop off of guests.
- If a vehicle needs to remain in Smith Park overnight following an event, the Event Representative on site must be notified. All vehicles left remaining in the park will be subject to pick up during the park's regular hours of dawn to dusk. The City of Brentwood is not liable for any loss or damage to vehicles left in the park overnight.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

MANSION

- The front staircase may be used to access the dressing rooms upstairs. No more than TWO people at a time are allowed on the staircase for any reason. The staircase shall be blocked off at the start of the event and all guests and/or Clients will be required to use the back staircase through duration of event.
- Damage to the mansion, furnishings, or other items must be reported in writing to the Event Representative immediately; any damage will be billed to the Client.
- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from Client event will be billed to the Client.
 - Inside furniture may not be brought outside under any circumstance.

RENTAL PERIOD

- Client is required to do all set up and teardown within their contracted rental period.
- **Client must be out of the mansion no later than the end of their contracted rental time. There will be no grace period for remaining inside. Client will be billed \$100 for every five minutes that they or their guests/representatives remain inside the mansion past their contract.**
 - In the event City staff is not present at the end of the contracted rental time, staff may rely on photographic or video images from staff or the cleaning company to determine the timing of Client departure.

ANIMALS

- Pets are permitted in wedding ceremonies and other special events **with prior notice** given to and approved by the Event Venue Manager. Pets must have a handler and be leashed at all times. All pet waste must be removed and properly disposed of in the trash. Pets are not allowed inside any buildings at any time.
- Larger animals and/or livestock must be approved by the Event Venue Manager. If approval is given, the animal must be supplied by a licensed and insured vendor/handler. The vendor/handler must stay with the animal at all times. At no time will the animal be allowed inside the mansion or on the porches. All items related to the animal, including animal waste, must be removed and properly disposed of in the designated trash area. Trailers are not permitted to drive and/or park on the grass. **Please note: not all requests for animals will be granted, and approval is given at the discretion of the Event Venue Manager on a case by case basis.**

ADDITIONAL REQUIRED DOCUMENTS

- Two questionnaires are provided to the Client throughout their booking. These questionnaires are required documents and must be submitted back to the City
- in a timely manner.
 1. Vendor questionnaire – load in and load out times are required for all vendors
 2. Final questionnaire

FINAL EVENT PLANS

- The following are required documents to be submitted to the City no less than four weeks prior to a Client's event:

- Client's certificate of liability insurance
- Host liquor insurance, if applicable
- A copy of the bartender's ABC license, if applicable
- Vendor questionnaire
- Tenting company certificate of insurance
- Rentals company certificate of insurance
- Lighting company certificate of insurance
- Event timeline and layout
- Copies of your tent and rental orders
- A reminder and request for documents will be sent to the Client six weeks prior to the event.

SUMMARY OF FEES

- Client's failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Client is responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the Client.
 - Personal items remaining on property past rental period - **\$200**
 - Ravenswood Mansion rentals being improperly set up or torn down - **\$200**
 - Vendor rental items remaining on site past contracted rental period (without prior approval in writing) - **\$500**
 - Tents remaining on site past contract rental period (without proper approval in writing) - **\$500**
 - Improperly disposing of all trash - **\$100**
 - Failing to exit the mansion by the end of contract - **\$100 for every five minutes** remaining on site

ENFORCEMENT

- The City Manager or his designee is responsible for the implementation and enforcement of the above user policies and procedures. The City Manager may deny use of the mansion to any user when it is determined to be in the best interest of the City.

Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Resolution 2024-18 - Approval to purchase License Plate Readers from Vigilant utilizing the State of Tennessee Violent Crime Intervention Fund

Submitted by: Richard Hickey, Police

Department: Police

Information

Subject

Resolution 2024-18 - Authorizing an Agreement with Vigilant Solutions to expand the City's current License Plate Recognition System with funds provided by a Grant from the State of Tennessee's Violent Crime Intervention Fund.

Background

The City of Brentwood has previously approved several project phases deploying License Plate Recognition (LPR) camera technology. This year, money is available through a grant from the State of Tennessee's Violent Crime Intervention Fund to purchase additional LPRs.

The City Commission previously approved a Grant Agreement (Resolution 2023-73) with the State of Tennessee for this project. Terms of the Grant Agreement require the LPRs to be purchased through Vigilant, the vendor that the City of Brentwood already uses for this technology. The Brentwood Police Department has realized the significant benefit of having LPR technology, as evidenced by the crimes that have been solved since the initial deployment.

LPRs capture the license plate numbers on all vehicles that pass by those locations where cameras have been installed. Software stores the license plates in a searchable database that investigators can access to develop investigative leads. Vehicle information obtained from LPRs can be shared with other law enforcement agencies that utilize this technology to determine other locations and activity timelines associated with suspect vehicles. Additionally, alerts can be entered on specific suspect license plate numbers, which allows investigators to be notified immediately of a location anytime that suspect's license plate number is captured.

With the funds available through this grant, staff is proposing the purchase and installation of 10 additional cameras (8 L5F cameras and 2 L6Q cameras) at 3 locations throughout the city. These locations were chosen based upon the potential to maximize the effectiveness of technology at strategic locations where LPRs are currently not deployed. Those locations are:

1. Concord Road at Franklin Road
2. Moores Lane at Mallory Lane
3. Moores Lane at Carothers Parkway

The Grant Agreement requires that the equipment purchased with these funds be deployed on

state routes. An application has been made to the Tennessee Department of Transportation for this project and is pending approval. The total cost for this project is \$103,682.98. These funds will be reimbursed to the City by the State of Tennessee through the previously mentioned Grant Agreement. The annual ongoing costs for the equipment in this project include a software license agreement which is \$200 per year for the L5F cameras and \$201 per year for the L6Q cameras. This total cost, \$2,002.00 per year, will be incurred by the City starting in the second year of this project and is not reimbursed by the State of Tennessee.

See the Chief of Police for answers to any questions.

Staff Recommendation

Staff recommends approval of this purchase and agreement with Vigilant Solutions, LLC.

Previous Commission Action

The City Commission approved Resolution 2023-73 on 7/10/23 executing a Grant Agreement with the State of Tennessee for Violent Crime Intervention Fund (VCIF) Funds to purchase License Plate Readers.

Fiscal Impact

Amount : \$103,682.98

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6016

Fiscal Impact:

The total cost of this project from Vigilant is \$103,682.98. We expect this amount to be reimbursed to the City by the State of Tennessee Violent Crime Intervention Fund.

Attachments

Resolution 2024-18

Vigilant LPR VCIF Grant Quote

Scope of Work

Signed COB Resolution for Grant Agreement

Signed Grant Agreement

RESOLUTION 2024-18

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND VIGILANT SOLUTIONS FOR MOTOROLA LICENSE PLATE READER CAMERAS, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Vigilant Solutions for Motorola License Plate Reader cameras, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



Vigilant Solutions, LLC
P.O Box 841001
Dallas, Texas 75202
(P) 925-398-2079 (F) 925-398-2113



Issued To:	Brentwood Police Department (TN) - Attn: Richard Hickey	Date:	01-11-24
Project Name:	Brentwood- fixed project	Quote ID:	CBV-0830-03

L5F

Qty	Item #	Description
(5)	BCAV1F2-C600 \$2,327.58 Each	Vigilant Fixed Camera Communications Box <ul style="list-style-type: none"> • Linux Comms Box using VLP5200 • Manages power and communications for up to four (4) Vigilant fixed LPR cameras • Includes modem for communication with cellular carriers <ul style="list-style-type: none"> ◦ SIM Card not included
Subtotal Price (Excludes sales tax)		\$11,637.90
(3)	VSF-050-L5F More Info \$4,677.00 Each	L5F Fixed LPR Camera with Sun Shield - 50mm Lens with Camera Cable <ul style="list-style-type: none"> • Dual-lens camera with infrared LEDs for plate illumination • 105ft - 125ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumerics, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> ◦ Full suite of LPR tools including data analytics
Subtotal Price (Excludes sales tax)		\$14,031.00
(5)	VSF-025-L5F More Info \$4,677.00 Each	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable <ul style="list-style-type: none"> • Dual-lens camera with infrared LEDs for plate illumination • 55ft - 85ft capture distance and up to 2 lane coverage • Internal trigger for capture of plate alphanumerics, vehicle make and model • Camera housing with included sunshield is IP67 rated for reliable use in varied weather conditions • 60' camera cable included • Includes CarDetector LPR software for local server hosting • LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> ◦ Full suite of LPR tools including data analytics
Subtotal Price (Excludes sales tax)		\$23,385.00

Software

annual licensing for L5F is \$200 per camera
for L6Q is \$250 per camera

Qty	Item #	Description
(1)	VS-LEARN--H \$0.00 Each	Vigilant Hosted/Managed Centralized LPR server via LEARN <ul style="list-style-type: none"> • Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> ◦ Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> ◦ Automated CarDetector software update management ◦ Plate searching, mapping, data mining utilities ◦ Stakeout, Associate Analysis and Locate Analysis ◦ Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> ◦ Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract
Subtotal Price (Excludes sales tax)		\$0.00
(1)	VSBSCSVC-L6Q \$402.00 Each	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Vigilant L6Q Service Package for Hosted/Managed LPR Deployments
Subtotal Price (Excludes sales tax)		\$402.00
(1)	VSBSCSVC-01 \$1,600.00 Each	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> ◦ Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excludes sales tax)		\$1,600.00

Start up

Qty	Item #	Description
(2)	SI L6Q Installation \$1,300.00 Each	installation for L6Q through System Integrations
Subtotal Price (Excludes sales tax)		\$2,600.00
(8)	SI Installation \$1,794.00 Each	SSI L5F predetermined price of installation
Subtotal Price (Excludes sales tax)		\$14,352.00

(8)	SSU-SYS-COM \$799.98 Each	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system start up, configuration and commissioning of LPR system Includes CDM/CDF Training Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excludes sales tax)		\$6,399.84

L6Q

requires SIM for cellular service

Qty	Item #	Description
(1)	PP-REPPLAN-01 \$240.00 Each	Prepaid Annual Service - Replacement Plan Warranty <ul style="list-style-type: none"> Prepaid Replacement Plan Warranty for one (1) full year Applies to all Cameras on Quote / Order
Subtotal Price (Excludes sales tax)		\$240.00
(2)	VS-L6Q-SPEB \$261.30 Each	L6Q Solar Panel Expansion Battery Only <ul style="list-style-type: none"> Additional 12V 12Ah expansion battery and Solar Battery Expansion cable
Subtotal Price (Excludes sales tax)		\$522.60
(2)	VSF-L6Q-S-KIT More Info \$4,676.40 Each	L6Q Quick Deploy Camera (Solar Kit) <u>Offer Includes:</u> <ul style="list-style-type: none"> One (1) L6Q camera with two (2) Lex-11 high capacity internal batteries Solar Kit (45W solar panel, dual battery mounting bracket, charge controller, two(2)12 Ah batteries, Cable with M12 power connector) L6Q Solar Battery Charge Cable Camera mounting bracket USB-C cable and USB-C to USB-A adapter, Micro SD card Requirements <ul style="list-style-type: none"> Hosted LPR account for data storage, alerting, analytics and more Enterprise Service Agreement <u>Optional, Sold Separately:</u> <ul style="list-style-type: none"> 12VDC Power Pigtail 120V AC power supply Excludes Cellular Data Service
Subtotal Price (Excludes sales tax)		\$9,352.80

Qty	Item #	Description
(10)	VS-SHP-02 \$70.00 Each	Vigilant Shipping Charges - Fixed or Comms <ul style="list-style-type: none"> Applies to each fixed camera LPR System Or Communication Box Purchased without LPR System Shipping Method is FOB Shipping
Subtotal Price (Excludes sales tax)		\$700.00

Qty	Item #	Description
(8)	VS-FX-UNI-POLE-WALL-ASSY \$281.40 Each	Fixed LPR Camera Bracket <ul style="list-style-type: none"> Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B
Subtotal Price (Excludes sales tax)		\$2,251.20

Optional warranty

Qty	Item #	Description
(8)	CDFS-4HWW \$1,688.40 Each	Fixed Camera LPR System - Extended Hardware Warranty - 4 Additional Years <ul style="list-style-type: none"> Fixed LPR System LPR hardware component replacement warranty Applies to 1-Channel hardware system kit Valid for 4 years from standard warranty expiration
Subtotal Price (Excludes sales tax)		\$13,507.20
(2)	CDFS-L6Q-HWW-04 \$1,350.72 Each	Fixed L6Q Camera System - Extended Hardware Warranty - 4 Additional Years <ul style="list-style-type: none"> Fixed L6Q Camera System Extended Hardware Warranty Four (4) Additional Years
Subtotal Price (Excludes sales tax)		\$2,701.44

Quote Notes:

- This Quote will expire in 90 Days from the date of the Quote.
- Returns or exchanges will incur a 15% restocking fee.
- No installation and/or service included in this proposal unless explicitly stated above.
- Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
- All hardware components to have standard One (1) year hardware warranty.
- Compliance to local codes neither guaranteed nor implied. Customer represents and warrants that they have all necessary rights and permissions to the areas where the installation services are provided.
- This purchase does not include a SIM for cellular service
- MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
- For L5F, agency is required to identify mounting location, constant 120 power, and internet communications (SIM card).
- This pricing is based off of Tennessee state contract SWC450.

Quoted by: **Caroline Bonczyk - Mobile Video ITS - 773-560-4980 - caroline.bonczyk@motorolasolutions.com**

Total Price	\$103,682.98 (Excludes sales tax) (Including All Adds)
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Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Contract Terms Acknowledgement. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

2. Entire Agreement. This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties’ Agreement.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Customer: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____



**Fixed LPR Hosting Services w/ LPR, Fees and Payment Provision
Applicable ONLY to qualifying agencies under TN Contract SWC450**

I License Key:

The Camera License Key (CLK) means an electronic license key that will permit the use of MSI’s LPR software to be used with standard MSI issued LPR cameras (one CLK per LPR camera) and select MSI Software Products.

II Offer Services:

This Offer includes the following Software Services / Software Products:

- PR Software Services / Software Products:
- MSI Managed/Hosted LPR Account
- CarDetector LPR Software w/ all updates
- Mobile Hit Hunter (for CarDetector Mobile LPR Software)
- Unlimited Mobile Companion (for Android or iPhone) Single Plate Scan

III Optional Parking Services:

- Parking Toolkit (software application)
- Parking Integration (3rd party system integration)
- Scofflaw Alerting Service

IV Annual Service Fees (CLKs):

The Service Fees applicable to each Annual Service Period for this Offer shall be as follows:

Annual Service Fee per CLK				
Total CLKs under this Offer	0-14 CLKs	15-30 CLKs	31-60 CLKs	Over 60 CLKs
Vigilant LPR Service	\$200	\$361.80	\$321.60	\$221.10

Optional Parking Services: Software and/or data services related to Parking specific application and use:

Annual Parking Services Fee Schedule	
Parking Enforcement System Toolkit	\$1,000.00
Parking Integration Service	\$1,000.00
Scofflaw Alerting Service	\$25,000.00

CONTINUES ON NEXT PAGE

Company Name: _____

Signer's Name: _____

Signer's Email: _____

Signature Date: _____

Signature: _____

VCIF - Brentood PD, TN <i>(See Notes on Right)</i>	Site #	Direction	LPR Camera Type	Capture Direction	Lens Type/Part #	Camera Qty	Camera Bracket/Mounting Type			VLP Intel Box Type		Standard Length Cables		Custom Cable Length	L6Q Power Adapters		L6Q Battery	L6Q Poles		LPR Poles					Notes
							Single	Double	Ground Mount Pedestal	Cellular	Ethernet/Fiber	Qty	Length in Feet		120VAC to 12VDC Power Inverter	12VDC Landscape Lighting Adapter		L6Q In Ground Pole	L6Q Bolt On Pole	Wood	Wood Single Extension Arm	Metal	Single Extension Arm	Double Extension Arm	
VCIF - Brentood PD, TN - IPVM Camera Link																							*L6Q Cameras must not be mounted directly behind or blocked by any signs or the solar panel for proper radar functionality. **Solar panels must face South for maximum sun exposure and not be blocked by trees, signs, or buildings for charging. *** If it is not possible to meet the min/max distance from Road/Fog Lines to New Poles you must contact MSI Engineering for new pole locations.		
Concord Rd @ Franklin Rd NB:35.9999393781983, -86.80866591130886 SB:35.9990339885557, -86.80951455216703 EB: 35.998727, -86.807815	1	North	L6Q	Rear	VSF-L6Q-S-KIT	1																	Camera mounted 10-14ft on existing pole. Solar Power		
		South	L6Q	Rear	VSF-L6Q-S-KIT	1																	Camera mounted 10-14ft on existing pole. Solar Power		
		East	Fixed	Rear	VSF-050-L5F	1	1			1		1	60ft										Power sourced from street light on pole.		
Moores Ln at Mallory Ln	2	North	Fixed	Rear	VSF-025-L5F	1	1				1	60ft											Power Sourced from SE traffic signal cabinet.		
		East	Fixed	Rear	VSF-025-L5F	2	2				1	60ft											Power Sourced from SE traffic signal cabinet.		
		West	Fixed	Rear	VSF-050-L5F	1	1					1	60ft										Power Sourced from SE traffic signal cabinet.		
Moores Ln / Carothers Parkway	3	North	Fixed	Rear	VSF-025-L5F	1	1				1	60ft											Power sourced from NE traffic signal cabinet		
		South	Fixed	Rear	VSF-025-L5F	1	1					1	60ft										Power sourced from NE traffic signal cabinet		
		West	Fixed	Rear	VSF-050-L5F	1	1					1	60ft										Power sourced from NE traffic signal cabinet		
	4																								
	5																								
Totals						10	8	0	0	5	0	8	0	0	0	0	0	0	0	0	0	0	0		
Cameras Types / Totals						VLP Comms Boxes						Standard Cable Lengths - LSF / RHD													
LSF VSF-050-L5F 3						Cellular 5						15ft 0													
LSF VSF-035-L5F 0						Ethernet/Fiber 0						Ships Std. W/LSF - 60ft 8													
LSF VSF-025-L5F 5						Totals 5						100ft 0													
LSF VSF-016-L5F 0												150ft 0													
LSF VSF-008-L5F 0												200ft 0													
L6Q VSF-L6Q-S-KIT 2						LSF / RHD Mounting Brackets						250ft 0													
L6Q VSF-L6Q-P 0						Single 8						Ships Std. W/RHD - 30ft 0													
LSF VSF-016-L5F-HUB 0						Double 0						180ft - RHD 0													
LSF VSF-016-L5F-SPK 0						Ground Mount Pedestal 0						Custom Cable Lengths													
LSQ VSF-L5Q-S-KIT 0						Totals 8																			
RHD VSF-025-RHD 0																									
RHD VSF-016-RHD 0						L6Q 120v AC / DC Power Adapters																			
RHD VSF-012-RHD 0						VS-L6Q-120VAC to DC 0																			
RHD VSF-008-RHD 0						VS-L6Q-12VDC 0																			
Totals 10						Totals 0																			
L6Q / LPR Poles						L6Q 2nd Panel Battery																			
L6Q In Ground 0						VS-L6Q-SPEB 0																			
L6Q Bolt On 0						Totals 0						Totals 8													
Wood No Arm 0																									
Wood w/Arm 0																									
Metal/No Arm 0																									
Metal w/1-Arm 0																									
Metal w/2-Arm 0																									
Totals 0																									


RESOLUTION 2023-73

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE A GRANT AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE STATE OF TENNESSEE FOR VIOLENT CRIME INTERVENTION FUND (VCIF) FUNDS TO PURCHASE LICENSE PLATE READERS, A COPY OF SAID GRANT AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute a grant agreement by and between the City of Brentwood and the State of Tennessee for Violent Crime Intervention Fund (VCIF) funds to purchase license plate readers, a copy of said grant agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

DocuSigned by:

B0FCAF6676CC4E...
MAYOR Mark W. Gorman

ADOPTED: 07/10/2023

Approved as to form:

DocuSigned by:

D34408386C664D0...
RECORDER Holly Earls

DocuSigned by:

2D82EC2185AB45C...
CITY ATTORNEY Kristen L. Corn

COB Contract #: 2023-105

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 8/1/2023		End Date 6/30/2024		Agency Tracking # -	
Edison ID					Edison Vendor ID 2124
Grantee Legal Entity Name City of Brentwood					Edison Vendor ID 2124
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A			
		Grantee's fiscal year end: June 30			
Service Caption (one line only) VCIF, Formula Based Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24	\$106,883.00				\$106,883.00
FY25					
FY26					
TOTAL:	\$106,883.00				\$106,883.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart FA00003518		Account Code City - 71302000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Brentwood, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2124

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. 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 or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 8/1/2023 ("Effective Date") and extend for a period of Eleven (11) 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 One Hundred Six Thousand Eight Hundred Eighty Three Dollars (\$106,883.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, 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 Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000
Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - 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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

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

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Aimee Curley, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Aimee.Curley@tn.gov
Telephone # (615) 532-2277

The Grantee:

Richard Hickey, Chief of Police
Brentwood Police Department
910 Heritage Way
Brentwood, Tennessee 37027
Email: richard.hickey@brentwoodtn.gov
Telephone # (615) 289-8010

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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

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

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

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

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance

and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any

threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

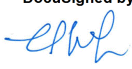
- b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

CITY OF BRENTWOOD:

DocuSigned by:

 B8FCAF087CCC44E...

07/10/2023

GRANTEE SIGNATURE

DATE

Mark Gorman, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

ID 3433

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET**

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VCIF

Required Information on Authorizing Agency:	Implementing Agency:
Name: City of Brentwood	Name: Brentwood Police Department
Federal ID Number (FEIN): 62-0809512	Address: 910 Heritage Way
DUNS Number:	
SAM Expiration Date:	Brentwood, TN 37027-
Fiscal Year End Date: June 30	

Will You Have Any Subcontracts? No

Project Title: Formula Based Grant

AUTHORIZED OFFICIAL - Contact Information

(Name, Title, and Complete Mailing Address)	Phone Number:	E-Mail Address:
Mark Gorman, Mayor	(615) 371-0060	mark.gorman@brentwoodtn.gov
P.O. Box 788	EXT: 2780	
5211 Maryland Way		
Brentwood, 37024		

PROJECT DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address)	Phone Number:	E-Mail Address:
Richard Hickey, Chief of Police	(615) 289-8010	richard.hickey@brentwoodtn.gov
910 Heritage Way	EXT:	v
Brentwood, 37027		

FINANCIAL DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address)	Phone Number:	E-Mail Address:
Karen Harper, Director of Finance	(615) 289-8010	karen.harper@brentwoodtn.gov
P.O. Box 788	EXT:	
5211 Maryland Way		
Brentwood, 37024		

County/Counties Served (Type ALL if Statewide):

Williamson

U.S. Congressional District(s): 7

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

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

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

APPLICANT AGENCY NAME: Brentwood Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

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

The City of Brentwood is geographically located on the southern border of Nashville with Interstate 65 running through the center of the city. The location of the city alone lends itself to heavy vehicle traffic and criminal activity that is conducted by individuals using motor vehicles. Violent crime in the city includes, but is not limited to, armed robberies, human trafficking, domestic violence, home burglaries, and aggravated assaults.

The Brentwood Police Department currently has 13 License Plate Readers throughout the city. Having information relating to the vehicles that are used in the commission of crimes greatly increases our solvability rate. We are looking to expand our LPR program due to our success rate with this technology. Also factoring into our decision to expand our program is the number of state routes that run through the city and the numerous paths of entrance and exit from the city.

Serving the citizens of Brentwood and specifically those who may become or have become victims of crime is our ultimate goal. Two recent armed robberies in the city have highlighted the viability of license plate readers and their value to citizens. The first robbery occurred at a location near a license plate reader. The reader led to the capture of two suspects, who were also charged with a murder in a nearby jurisdiction. The second robbery occurred at a location where there was no reader nearby. We have no vehicle information tied to the suspects in this case and it remains unsolved.

A.1. Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.

The City of Brentwood is located in Williamson County, has a resident population of 45,373, and covers approximately 42 square miles. Brentwood sits between Nashville and Franklin with Interstate 65 running through the middle of the city. The city is home to several corporate headquarters which increase the population throughout the daytime. Crime data from the Tennessee Incident Based Reporting System shows that the Brentwood Police Department had a Group A offense total of 2,809.8 per 100,000 population in 2021. This is a 9.1% increase from the 2020 total of 2,575.1.

A.2. Based on the information provided above, please identify which target crime types, victim types, hot spots, and other areas and issues of particular interest VCIF funding will help to address.

The license plate reader system will aid in investigations in every type of crime, but most importantly Group A offenses. The cameras for the LPR system will be placed on state routes throughout Brentwood, to possibly include Franklin Road (State Route 6), Concord Road (State Route 253), Wilson Pike (State Route 252), Moores Lane (State Route 441), and Hillsboro Road (State Route 106). Both Concord Road and Moores Lane have entrances and exits from Interstate 65 and bring a heavy volume of traffic into the city. The data collected by the LPR system will aid investigators in developing leads and in the prosecution of crimes. The LPR system will also be extremely beneficial in locating stolen vehicles, wanted persons, vehicles associated with missing person, and AMBER alerts. The system sends real-time alerts to officers and dispatch on the location vehicles of wanted or missing persons. Many times, stolen vehicles are used in the commission of other crimes, so locating these vehicles and arresting the occupants can prevent an undetermined number of crimes. License Plate Readers may only be purchased with grant funds if they are to be installed on state right of ways and are approved by the Tennessee Department of Transportation, in accordance with Tenn. Code Ann. § 55-8-198.

A.3. Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?

Brentwood's proximity to Nashville and Interstate 65 makes it a heavily traveled area. The annual average daily traffic volume on Franklin Road (State Route 6) exceeds 21,000 vehicles per day. Another major artery for the city is Concord Road (State Route 253). The volume of traffic on this state route totals almost 19,000 vehicles per day. These numbers alone reveal that relying on 6 to 8 police officers on a shift to have a significant impact on locating stolen vehicles, wanted persons, etc., by themselves is negligible at best. Installing license plate readers on our major thoroughfares and intersections will ensure that we are using the best technology available to prevent and solve crimes for our citizens and doing the work that humans alone cannot do.

B. PURPOSE

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

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

B.1. Please select one or more **GOAL** of the multijurisdictional/regional violent crime interventions your agency will implement with VCIF FORMULA funds:

Goal 1: Expand the license plate reader system throughout Brentwood to decrease crime and increase solvability rates.

B.2. For each **GOAL** selected above, please list one or more **OBJECTIVES** that VCIF FORMULA funds will support:

Goal 1: Expand the license plate reader system throughout Brentwood to decrease crime and increase solvability rates.

Objective 1.1: Purchase license plate readers.

Objective 1.2: Train staff on new locations of license plate readers.

B.3. For each **OBJECTIVE**, please list one or more **ACTIVITIES** that VCIF FORMULA funds will support:

Goal 1: Expand license plate reader system throughout Brentwood to decrease crime and increase solvability rates.

Objective 1.1: Purchase license plate readers.

Activity 1.1.1: Work with state contract vender to procure license plate readers.

Activity 1.1.2: Identify best locations on state routes for installation of license plate readers.

Activity 1.1.3: Install license plate readers.

Objective 1.2: Train staff on new locations of license plate readers.

Activity 1.2.1: Host trainings for patrol staff on new LPRs.

Activity 1.2.2: Host training for investigators on new LPRs

Activity 1.2.3: Host trainings for dispatchers on new LPRs

C. COLLABORATION

C.1. **Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.**

While there will be no formal collaboration on this project, we always work closely with surrounding law enforcement agencies to share information and solve crimes.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

D.1. **List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?**

Our plan with the allocated funds is to purchase twenty (20) license plate readers. They will be installed on state routes in areas throughout Brentwood that experience the most vehicle traffic and areas that are hot spots for criminal activity.

D.2. **List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.**

No additional staff will be hired to support this project.

D.3. **Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items listed on your budget will enable or enhance the Goal(s), Objectives, and Activities listed above.**

The license plate readers will be deployed throughout Brentwood in an effort to decrease crime and apprehend those responsible for crime.

D.4. **What impact will this funding have on your agency's ability to respond to violent crime?**

This funding will enhance our ability to solve more violent crime. Many times, we do not have information on a suspect's vehicle during an investigation. This information greatly increases our ability to solve a crime. Having more license plate readers throughout the city will increase our ability to obtain vehicle information and locate the vehicle due to the number of law enforcement agencies connected through LEARN database associated with the LPR system.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
30 days after contract execution	Identify additional locations to install license plate readers	Detective Mike Brady
2 months after contract execution	Work with state contract vendor to procure license plate readers	Detective Mike Brady
3 months after contract execution	Train staff on new locations of license plate readers	Chief Richard Hickey
6 months after contract execution	Install license plate readers	Detective Mike Brady
Report submission as required	Required benchmark and outcomes reporting	Chief Richard Hickey
End of contract period	Submit program output report	Chief Richard Hickey

E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate OUTPUTS from the VCIF Abstract and include any additional Outputs your strategy will yield:

- Purchase twenty (20) new license plate readers to be installed on state routes.
- Increase arrest of violent crime offenders from the use of license plate readers.

F. DATA COLLECTION AND INFORMATION SHARING

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

F.1. Please describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

The license plate readers will be tracked through the use of a spreadsheet on the number of alerts and arrests attributed to the readers. We will also track any leads generated by the data created by the readers. The data will be monitored for patterns in crime as well. Group A offenses will be tracked specifically to note any specific changes to the crime rate.

G. ACCOUNTABILITY

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

License plate readers and the shared data they create from law enforcement agencies across the state is vital in impacting violent crime. It allows us to develop leads where we have none. The data gives us the ability to link similar crimes in other jurisdictions which helps solve crime on a regional level. Decreasing crime that occurs in Brentwood or any other jurisdiction does have an impact on crime in neighboring jurisdictions. Long term, this will have a positive impact on violent crime.

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

Improved investigations and enhanced collaborations will be sustained by sharing data with law enforcement agencies throughout our region to ensure we are communicating with other investigators to solve as many crimes as possible. Sharing this success with the community will be vital to viability in the challenging environment we police today.

G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

The Brentwood Police Department already has general orders in place that define how license plate readers and their data can be used, cannot be used, and the retention schedule of the data they create. Detective Mike Brady will be responsible for ensuring the equipment is used and maintained properly. He already has extensive experience with license plate readers and ensures that we are using our current equipment properly within our general orders and state law.

GRANT BUDGET				
AGENCY NAME: BRENTWOOD POLICE DEPARTMENT				
FUND SOURCE: State VCIF				
SOLICITATION IDENTIFICATION TITLE: VCIF Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 8/1/2023 END: 06/30/2024				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$106,883.00	\$0.00	\$106,883.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$106,883.00	\$0.00	\$106,883.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: BRENTWOOD POLICE DEPARTMENT

FUND SOURCE: State VCIF

SOLICITATION IDENTIFICATION TITLE: VCIF Formula Based Grant

Capital Purchase	AMOUNT
20 License Plate Readers and Communication Boxes @ est. \$5,300.00 each	\$106,883.00
TOTAL	\$106,883.00

Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Resolution 2024-20 - Amendments to Adopted FY 2024 Classification and Pay Plan

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2024-20 - Amendments to Adopted FY 2024 Classification and Pay Plan

Background

Staff is requesting City Commission approval of two minor job title amendments to the adopted FY 2024 Classification and Compensation Plan. Neither of these proposed changes are related to an increase in the number of authorized positions within city departments.

The first proposed change is the addition of a Utility Billing Specialist job classification title in Group F-GE. There are currently two positions assigned to the utility billing function. Both positions are currently under the Accounting Clerk job title. With the retirement last fall of one of these employees, staff identified the opportunity to attempt to fill the vacant position at a higher skill level that would allow for a more senior position within the utility billing office. The goal was for this more senior position to perform more complex billing system management, research, etc. that the Data Analyst position in the Finance Department has been doing. The recent recruitment process did identify a preferred candidate with a higher level of skills and that candidate began employment earlier this month. This proposed change would add back the Utility Billing Specialist job title that was previously in the job classification plan several years ago and place it in Group F-GE, one pay grade above the Accounting Clerk II classification, which is in Group E-GE.

The second proposed change is the elimination of the Chief Utility Inspector job classification in Group H-SC and replacement with a new Construction Services Superintendent classification in the same group. With the recent retirement of the longtime Chief Utility Inspector, Water Services Department staff worked with HR staff to update the job description for this function, and it was determined that the revised job description merited a revised job classification title that reflects broader job duties beyond just inspections.

Attached for your review is the proposed amended FY 2024 Classification and Pay Plan with the recommended changes highlighted in yellow. As noted above, these changes are job title changes only, and are not reflective of additional authorized FTE positions. If you have any questions, please feel free to contact the HR Director or City Manager.

Staff Recommendation

Staff recommends approval of the attached resolution authorizing an amendment to the adopted FY 2024 Classification and Pay Plan.

Previous Commission Action

The City Commission originally adopted the FY 2024 Classification and Pay Plan via Resolution 2023-64 on June 26, 2023.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

Attachments

Resolution 2024-20

Proposed Amended Classification and Pay Plan

RESOLUTION 2024-20

A RESOLUTION TO AMEND THE SYSTEM OF CLASSIFICATIONS AND SALARY RANGES FOR THE EMPLOYEES OF THE CITY OF BRENTWOOD AS SHOWN ON THE PLAN ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

WHEREAS, pursuant to sections 2-102 and 2-103 of the Brentwood Municipal Code, a revised system of classifications and salary ranges for the employees of the City of Brentwood has been submitted to the Board of Commissioners for its approval; and

WHEREAS, said system provides for a uniform and equitable rate of pay for each class of positions based on requisite qualifications, pay for comparable work in public and private employment, cost of living data and the financial policies of the City; and

WHEREAS, it is appropriate that said system should be amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the system of classifications and salary ranges for the employees of the City of Brentwood is hereby amended, as shown on the plans attached hereto as Attachment A and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

FY 2024 Classification and Pay Plan

General Employees

<u>Pay Range (non-exempt/exempt)</u>	<u>Minimum</u>	<u>Mid-point</u>	<u>Maximum</u>
Group A-GE (ne) Community Relations Specialist* * Base pay only (commission-based salary structure)	\$ 32,156.80	\$ 40,206.40	\$ 48,235.20
Group B-GE (ne) Library Technician I Receptionist	\$ 36,025.60	\$ 45,032.00	\$ 54,038.40
Group C-GE (ne) Library Technician II	\$ 40,352.00	\$ 50,440.00	\$ 60,528.00
Group D-GE (ne) Accounting Clerk I Administrative Assistant Human Resources Technician Legal Assistant Library Technician III Municipal Codes Officer I Network Specialist Police Evidence Technician Police Records Clerk I Vehicle Services Technician I	\$ 45,198.40	\$ 56,492.80	\$ 67,808.00
Group E-GE (ne) Accounting Clerk II Administrative Services Coordinator Circulation Supervisor Librarian I Library Community Engagement Technician Library Marketing Coordinator Media Specialist Municipal Codes Officer II Police Records Clerk II Vehicle Services Technician II	\$ 50,627.20	\$ 63,294.40	\$ 75,940.80
Group F-GE (ne) Building Inspector I Engineering Technician I GIS Specialist I HR/Payroll Specialist Librarian II Utility Billing Specialist	\$ 56,721.60	\$ 70,907.20	\$ 85,092.80
Group G-GE (ne) Accountant Building Inspector II Engineering Technician II GIS Specialist II Human Resources Generalist Planner I	\$ 63,502.40	\$ 79,372.80	\$ 95,264.00

(ne) = position is non-exempt from overtime regulations of the U.S. Fair Labor Standards Act
(e) = position is exempt from overtime regulations of the U.S. Fair Labor Standards Act

FY 2024 Classification and Pay Plan

General Employees

<u>Pay Range (non-exempt/exempt)</u>	<u>Minimum</u>	<u>Mid-point</u>	<u>Maximum</u>
Group H-GE (ne) Building Plans Examiner City Recorder Data Analyst Planner II Senior Accountant	\$ 71,136.00	\$ 88,920.00	\$ 106,704.00
Group I-GE (e) Assistant Library Director Chief Building Official City Planner Computer/Network Technician (ne) Engineer (ne) GIS Coordinator (ne)	\$ 79,681.53	\$ 99,601.91	\$ 119,522.30
Group J-GE (e) Assistant Finance Director Community Relations Director Senior City Planner Systems Administrator	\$ 89,243.32	\$ 111,554.15	\$ 133,864.98
Group K-GE (e) City Engineer Library Director	\$ 99,952.52	\$ 124,940.65	\$ 149,928.78
Group L-GE (e) Assistant Technology Director Planning and Codes Director	\$ 111,946.83	\$ 139,933.54	\$ 167,920.25
Group M-GE (e) Engineering Director Human Resources Director Technology Director	\$ 125,380.44	\$ 156,725.55	\$ 188,070.66
Group N-GE (e) Finance Director	\$ 140,426.09	\$ 175,532.61	\$ 210,639.14
Group O-GE (e) Assistant City Manager City Attorney	\$ 157,277.22	\$ 196,596.53	\$ 235,915.83
Group P-GE (ne) City Manager	Annual Salary established by Board of Commissioners		
Group Q-GE (ne)	\$ 16.00	\$ 20.00	\$ 24.00

(ne) = position is non-exempt from overtime regulations of the U.S. Fair Labor Standards Act
(e) = position is exempt from overtime regulations of the U.S. Fair Labor Standards Act

FY 2024 Classification and Pay Plan

Public Safety

<u>Pay Range (non-exempt/exempt)</u>	<u>Minimum</u>	<u>Mid-point</u>	<u>Maximum</u>
Group A-PS Sworn (ne) Firefighter-Recruit	\$ 51,542.40	\$ 64,438.40	NA
Group B-PS Sworn (ne) Firefighter Police Officer-Recruit	\$ 55,993.60	\$ 68,868.80	\$ 81,182.40
Group C-PS Sworn (ne) Fire Engineer/Driver Police Officer #	\$ 60,195.20	\$ 74,048.00	\$ 87,276.80
Group D-PS Sworn (ne) Fire Lieutenant Police Sergeant Police Detective	\$ 73,902.40	\$ 90,896.00	\$ 107,161.60
Group E-PS Sworn (ne) Fire Battalion Chief Police Lieutenant	\$ 82,763.20	\$ 101,795.20	\$ 120,016.00
Group F-PS Sworn (e) Division Chief-Fire Training Officer Division Chief-Fire Marshal Police Captain	\$ 92,726.40	\$ 114,046.40	\$ 134,451.20
Group G-PS Sworn (e)	\$ 103,833.60	\$ 127,712.00	\$ 150,550.40
Group H-PS Sworn (e) Assistant Police Chief Deputy Fire Chief	\$ 116,292.80	\$ 143,041.60	\$ 168,625.60

(ne) = position is non-exempt from overtime regulations of the U.S. Fair Labor Standards Act
(e) = position is exempt from overtime regulations of the U.S. Fair Labor Standards Act

FY 2024 Classification and Pay Plan

Emergency Communications District

<u>Pay Range (non-exempt/exempt)</u>	<u>Minimum</u>	<u>Mid-point</u>	<u>Maximum</u>
Group A-ECD (ne) Public Safety Dispatcher I	\$ 46,945.60	\$ 58,682.00	\$ 70,418.40
Group B-ECD-C (ne) Public Safety Dispatcher II	\$ 52,582.40	\$ 65,728.00	\$ 78,873.60
Group B-ECD-NC (ne)* Public Safety Dispatcher II	\$ 52,582.40	\$ 67,704.00	\$ 82,825.60
Group C-ECD (e) ECD Supervisor	\$ 82,763.20	\$ 103,454.00	\$ 124,144.80

* Group B-ECD-NC: employees hired pre-2010; received 5% salary enhancement due to 2018 TCRS changes

(ne) = position is non-exempt from overtime regulations of the U.S. Fair Labor Standards Act
(e) = position is exempt from overtime regulations of the U.S. Fair Labor Standards Act

FY 2024 Classification and Pay Plan

Service Center

<u>Pay Range (non-exempt/exempt)</u>	<u>Minimum</u>	<u>Mid-point</u>	<u>Maximum</u>
Group A - SC (ne) Maintenance Technician Parks Worker (PT)	\$ 38,521.60	\$ 48,152.00	\$ 57,782.40
Group B - SC (ne) Equipment Operator I Senior Maintenance Technician Utility Service Technician	\$ 43,160.00	\$ 53,955.20	\$ 64,750.40
Group C - SC (ne) Equipment Operator II Grounds Specialis I Water Services Senior Maintenance Technician	\$ 48,339.20	\$ 60,424.00	\$ 72,508.80
Group D - SC (ne) Equipment Operator III Grounds Specialist II Pump Station Technician Sewer Rehabilitation Technician Traffic Operations Technician Utilites Programs Coordinator	\$ 54,121.60	\$ 67,662.40	\$ 81,182.40
Group E - SC (ne) Operations Supervisor Utility Inspector I	\$ 60,632.00	\$ 75,795.20	\$ 90,958.40
Group F - SC (ne) Utility Inspector II Utility Operations Supervisor	\$ 67,891.20	\$ 84,864.00	\$ 101,836.80
Group G - SC (ne) Parks Maintenance Supervisor Recreation Services Coordinator Traffic Operations Coordinator	\$ 73,902.40	\$ 92,372.80	\$ 110,864.00
Group H - SC (e) Chief Utility Inspector Construction Services Superintendent Operations Superintendent	\$ 81,182.40	\$ 101,483.20	\$ 121,784.00
Group I - SC (e) Assistant Water Services Director Parks and Recreation Director	\$ 99,917.13	\$ 124,896.41	\$ 149,875.70
Group J - SC (e) Public Works Director Water Services Director	\$ 111,887.19	\$ 139,858.99	\$ 167,830.79

(ne) = position is non-exempt from overtime regulations of the U.S. Fair Labor Standards Act
(e) = position is exempt from overtime regulations of the U.S. Fair Labor Standards Act

Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Resolution 2024-21 - Adoption of an Second Amended and Restated 401(k) Deferred Compensation Plan Employer Agreement under the State of Tennessee

Submitted by: April Curlin, Human Resource

Department: Human Resource

Information

Subject

Resolution 2024-21 - Adoption of a Second Amended and Restated 401(k) Deferred Compensation Plan Employer Agreement under the State of Tennessee.

Background

One of the most valuable benefit programs offered by the City to employees is a deferred compensation plan. Under this plan, employees can make pre-tax elective deferrals from their pay to be deposited into a 457(b) account or a 401(k) account and post-tax deferrals to be deposited into a Roth 401(k) account. The City currently matches a portion of eligible employee elective deferrals as follows:

- TCRS Legacy Plan employees hired before April 1, 2019 - 3% match
- TCRS Hybrid Plan employees hired on or after April 1, 2019 - 2% match

The existing agreement provides that the City will make a contribution matching each participant's contribution to either the City's 457(b) plan or the City's 401(k) plan of up to a certain amount of the participant's compensation, excluding overtime, bonuses, lump-sum payments, **commissions**, pay supplements and allowances, leave buy-backs, terminal pay and other miscellaneous pay. These exclusions are consistent with the IRS's classification of supplemental wages not considered as base wages.

The City has one position, the Community Relations Specialist, whose wages include base salary plus commission. The base salary is compensation for the non-sales related job responsibilities specific to the position. The commission is paid as a percentage of the rental receipts from the Ravenswood Mansion and Cool Springs House. As the Deferred Compensation Agreement is currently written, the person holding this position does not receive the 2% employer match on any commissions, which are equal to approximately 55% of their total wages. This was discovered to be an unintended consequence of restructuring the compensation of the position from hourly to salary plus commission in 2017.

Staff recommend approval of the attached amendment to Schedule 1 of the Deferred Compensation Plan II Agreement to include commissions within the definition of Participant's Compensation for the purposes of the employer matching contributions.

Because the City was operating in accordance with its current agreement, the plan is *not eligible* for a retroactive amendment in this case. Additionally, a discretionary match for 2023 as a

"catch-up" would put the employee over the 7% employer contribution limit for **2024** according to the City's agreement: "If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary."

Therefore, this change has a nominal financial impact to the City. The position is currently held by a TCRS Hybrid Plan participant with a 2% employer match. The effective date will be March 1, 2024, with no retroactive employer match. For the remainder of FY 2024, the cost is approximately \$350 and will be approximately \$1,050 next fiscal year.

Please direct any questions to the Human Resources Director.

Staff Recommendation

The City is recommending an amendment to Schedule 1 of the Deferred Compensation Plan II Agreement to include commissions within the definition of Participant's Compensation for the purposes of the employer matching contributions.

Previous Commission Action

The original employer agreement for the State of TN 401(k) plan was approved by the Board of Commissioners via Resolution 2018-68 on September 10, 2018.

In February 2022, via Resolution 2022-18, the plan was amended to expand the matching allowance for employee elective deferrals into any of the available accounts and to make the allowance retroactive to the original plan adoption date of October 1, 2018.

Fiscal Impact

Amount : \$350.00

Source of Funds: Insurance and Other Benefits

Account Number: 110-41990-81441

Fiscal Impact:

The position is currently held by a TCRS Hybrid Plan participant with a 2% employer match. The effective date will be March 1, 2024, with no retroactive employer match. For the remainder of FY24 the cost is approximately \$350 for the City and approximately \$1,050 for the City next FY.

Attachments

Resolution 2024-21 and Amended Agreement

Amended plan - changes tracked

**SECOND AMENDED AND RESTATED
STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II
- 401(k) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT**

**City of Brentwood
[Participating Employer]**

**Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-741-3552**

RESOLUTION 2024-21

WHEREAS, the City of Brentwood (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Second Amended and Restated Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer executed a Participating Employer Agreement to participate in the Plan effective October 1, 2018, which was subsequently amended and restated on March 28, 2022 (the "Existing Agreement");

WHEREAS, the Existing Agreement provides that the Employer will make a contribution matching each Participant's contribution to either the Employer's 457(b) plan or the Employer's 401(k) plan of up to a certain amount of the Participant's Compensation, excluding overtime, bonuses, lump-sum payments, commissions, pay supplements and allowances, leave buy-backs, terminal pay, and other miscellaneous pay;

WHEREAS, the Employer desires to revise the Existing Agreement by including commissions within the definition of Participant's Compensation for purposes of the above matching contribution ;

WHEREAS, the Employer is concurrently executing a Second Amended and Restated Participating Employer Agreement for the Plan, which will replace the Existing Agreement in all respects; and

WHEREAS, the Board of Commissioners ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Second Amended and Restated Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Second Amended and Restated Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.

4. The Employer hereby adopts the terms of the Second Amended and Restated Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Second Amended and Restated Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Second Amended and Restated Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:

- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
 11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall

immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Second Amended and Restated Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Second Amended and Restated Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, 2024, in accordance with applicable law.





MAYOR Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

SECOND AMENDED AND RESTATED PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: City of Brentwood

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Board of Commissioners

Address: 5211 Maryland Way; Brentwood, Tennessee 37027

Phone: (615) 371-0060

Person Authorized to receive Official Notices from the Plan or Administrator:

Michael Worsham

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-0809512

(3) **DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE
CONSOLIDATED RETIREMENT SYSTEM (“TCRS”)]**

This Participating Employer [] does or [] does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS – Legacy Plan and TCRS Hybrid Plan for State Employees and Teachers

ICMA – RC 401(a) and 457 (frozen)

Nationwide 401(a) and 457 (frozen)

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Agreement)**.

2. This is an amendment to be effective as of March 1, 2024, to the current Agreement previously adopted by the Participating Employer, which was originally effective October 1, 2018 and subsequently amended and restated on March 28, 2022, for the following purpose **(please specify type below)**:

a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

b. Other (must specify elective provisions in this Agreement that are being changed):

To amend Schedule 1 of this Agreement by including commissions within the definition of Participant's Compensation for purposes of the Employer matching contributions described in Schedule 1 of this Agreement.

3. This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan)**. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions

of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders ____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders ____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:



vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement.

who meets the definition in Section E.1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

i. Employees who have not attained the age of ____ (not to exceed 21).

ii. Employees who have not completed ____ Years of Service during the Vesting Computation Period as defined in Section X below.

iii. Employees who do not satisfy the following eligibility requirements:

c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below.

ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H. below.

iii. any seasonal, temporary or similar part-time employee

iv. any elected or appointed official

v. any employee in the following class(es) of employees:

-
-
-
- vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement.

who meets the definition in Section E.1 above.

- d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: ***(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)***

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

- e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: ***(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)***

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:



who meets the definition in Section E.1 above.

- f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]

1. The Participating Employer DOES NOT elect automatic enrollment.
2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after April 1, 2019 as follows:
- a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*
- i. All Employees.

- ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

- b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. will be treated as a new Employee, or
- ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

1. This section is N/A because there are no predecessor employers.
2. Service with any predecessor employers will not be counted for any purposes under the Plan.
3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING. If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

J. COMPENSATION DEFINITION. Unless established differently in Schedule 1, Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

K. COMPENSATION COMPUTATION PERIOD. Compensation shall be determined on the basis of the calendar year.

L. FIRST YEAR COMPENSATION. If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period

commencing as of the first day the Employee became a Participant for purposes of Matching or Non-Matching Contributions.

M. EMPLOYMENT COMMENCEMENT DATE. An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

N. MATCHING CONTRIBUTIONS. (Complete 1 and 2 below.)

1. Matching Contributions on Elective Deferrals. (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match ___% of Participant elective deferrals of up to ___% of Compensation.
- c. match ___% of the first \$_____ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.
- e. match an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.a. above.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement. (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match ___% of Mandatory Salary Reduction Contributions for the Participant up to ___% of Compensation.
- c. match ___% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.

- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. *(If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.
4. Pursuant to the vesting schedule in Schedule 1 attached to this Agreement.

Q. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)*

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute:
 - a. an amount fixed by appropriate action of the Employer.
 - b. ___% of Compensation of Participants for the Plan Year.
 - c. \$___ per Participant.
 - d. an amount pursuant to Schedule 2 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.
4. Pursuant to the vesting schedule in Schedule 2 attached to this Agreement.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. FORFEITURES. *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*

1. N/A because all contributions are 100% vested immediately.
2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.

3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.
- X. VESTING COMPUTATION PERIOD.** A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
- Y. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.
- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- EE. DEEMED TRADITIONAL IRA.** The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). *(Check box 1 OR box 2.)* This Participating Employer Agreement as adopted:

1. IS NOT *(if checked continue to II below)*, or

2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: *(If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,

- ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
 - iii. Any employee who is not covered by Social Security.
- b. Contributions: ***(If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):***
- i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
 - ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. ***(If checked continue to JJ below.)***
2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or

subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____% (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: *(Complete box i or box ii below)*:

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: *(Complete box i or ii below)*:

- i. are
- ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.

- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Second Amended and Restated Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER’S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
David H. Lillard, Jr.

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

SECOND AMENDED AND RESTATED PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of Brentwood

Classes of Eligible Employees
Vesting Schedule

Matching Contribution Amount

<p>(1) Participants who are members of the TCRS Legacy Plan through the Participating Employer</p>	<table border="0"> <tr> <td>Years of Service</td> <td>Match Amount</td> </tr> <tr> <td>Less than 2 Years</td> <td>\$0</td> </tr> <tr> <td>2 or more years</td> <td>Dollar-for-dollar employer match of a Participant's elective deferrals into either the Participant's</td> </tr> <tr> <td>457(b)</td> <td>account or 401(k) account of up to a total of 3% of the Participant's Compensation, excluding</td> </tr> <tr> <td>overtime,</td> <td>bonuses, lump sum payments, pay supplements and allowances, leave buy-backs, terminal pay, and other miscellaneous pay</td> </tr> </table>	Years of Service	Match Amount	Less than 2 Years	\$0	2 or more years	Dollar-for-dollar employer match of a Participant's elective deferrals into either the Participant's	457(b)	account or 401(k) account of up to a total of 3% of the Participant's Compensation, excluding	overtime,	bonuses, lump sum payments, pay supplements and allowances, leave buy-backs, terminal pay, and other miscellaneous pay	<p>100% vesting immediately</p>
Years of Service	Match Amount											
Less than 2 Years	\$0											
2 or more years	Dollar-for-dollar employer match of a Participant's elective deferrals into either the Participant's											
457(b)	account or 401(k) account of up to a total of 3% of the Participant's Compensation, excluding											
overtime,	bonuses, lump sum payments, pay supplements and allowances, leave buy-backs, terminal pay, and other miscellaneous pay											
<p>(2) Participants who are members of the TCRS Hybrid Plan for State Employees and Teachers through the Participating Employer</p>	<p>Dollar-for-dollar employer match of a Participant's elective deferrals into either the Participant's 401(k) account or 457(b) account of up to a total of 2% of the Participant's Compensation, excluding overtime, bonuses, lump-sum payments, pay supplements and allowances, leave buy-backs, terminal pay,</p>	<table border="0"> <tr> <td>Years of Service</td> <td>Vesting %</td> </tr> <tr> <td>Less than 2 Years</td> <td>0%</td> </tr> <tr> <td>2 or More Years</td> <td>100%</td> </tr> </table>	Years of Service	Vesting %	Less than 2 Years	0%	2 or More Years	100%				
Years of Service	Vesting %											
Less than 2 Years	0%											
2 or More Years	100%											



	and other miscellaneous pay	
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SCHEDULE 2

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

SECOND AMENDED AND RESTATED PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of Brentwood

Classes of Eligible Employees
Schedule

Non-Matching Contribution Amount Vesting

Participants who are members of the TCRS Hybrid Plan for State Employees and Teachers through the Participating Employer	5% of Participants' Compensation	100% vesting immediately
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**SECOND AMENDED AND RESTATED
STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II
- 401(k) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT**

**City of Brentwood
[Participating Employer]**

**Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-741-3552**

RESOLUTION

WHEREAS, the City of Brentwood (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Second Amended and Restated Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer executed a Participating Employer Agreement to participate in the Plan effective October 1, 2018, which was subsequently amended and restated on March 28, 2022 (the "Existing Agreement");

WHEREAS, the Existing Agreement provides that the Employer will make a contribution matching each Participant's contribution to either the Employer's 457(b) plan or the Employer's 401(k) plan of up to a certain amount of the Participant's Compensation, excluding overtime, bonuses, lump-sum payments, commissions, pay supplements and allowances, leave buy-backs, terminal pay, and other miscellaneous pay;

WHEREAS, the Employer desires to revise the Existing Agreement by including commissions within the definition of Participant's Compensation for purposes of the above matching contribution ;

WHEREAS, the Employer is concurrently executing a Second Amended and Restated Participating Employer Agreement for the Plan, which will replace the Existing Agreement in all respects; and

WHEREAS, the Board of Commissioners ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Second Amended and Restated Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Second Amended and Restated Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Second Amended and Restated Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Second Amended and Restated Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with

respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Second Amended and Restated Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.

5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.

- d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
 11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
 12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
 13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a

governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.

14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Second Amended and Restated Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Second Amended and Restated Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, 2024, in accordance with applicable law.

By: _____

Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

SECOND AMENDED AND RESTATED PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: City of Brentwood

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Board of Commissioners

Address: 5211 Maryland Way; Brentwood, Tennessee 37027

Phone: (615) 371-0060

Person Authorized to receive Official Notices from the Plan or Administrator:

Michael Worsham

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-0809512

(3) **DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE
CONSOLIDATED RETIREMENT SYSTEM (“TCRS”)]**

This Participating Employer [] does or [] does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS – Legacy Plan and TCRS Hybrid Plan for State Employees and Teachers

ICMA – RC 401(a) and 457 (frozen)

Nationwide 401(a) and 457 (frozen)

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Agreement)**.

2. This is an amendment to be effective as of March 1, 2024, to the current Agreement previously adopted by the Participating Employer, which was originally effective October 1, 2018 and subsequently amended and restated on March 28, 2022, for the following purpose **(please specify type below)**:

a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

b. Other (must specify elective provisions in this Agreement that are being changed):

To amend Schedule 1 of this Agreement by including commissions within the definition of Participant's Compensation for purposes of the Employer matching contributions described in Schedule 1 of this Agreement. .

3. This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan)**. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions

of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders ____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders ____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:



vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement.

who meets the definition in Section E.1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

i. Employees who have not attained the age of ____ (not to exceed 21).

ii. Employees who have not completed ____ Years of Service during the Vesting Computation Period as defined in Section X below.

iii. Employees who do not satisfy the following eligibility requirements:

c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below.

ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H. below.

iii. any seasonal, temporary or similar part-time employee

iv. any elected or appointed official

v. any employee in the following class(es) of employees:

-
-
-
- vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement.

who meets the definition in Section E.1 above.

- d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: ***(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)***

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

- e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: ***(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)***

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:



who meets the definition in Section E.1 above.

- f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]

1. The Participating Employer DOES NOT elect automatic enrollment.
2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after April 1, 2019 as follows:
- a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*
- i. All Employees.

ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

i. will be treated as a new Employee, or

ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

1. This section is N/A because there are no predecessor employers.
2. Service with any predecessor employers will not be counted for any purposes under the Plan.
3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING. If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

J. COMPENSATION DEFINITION. Unless established differently in Schedule 1, Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

K. COMPENSATION COMPUTATION PERIOD. Compensation shall be determined on the basis of the calendar year.

L. FIRST YEAR COMPENSATION. If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period

commencing as of the first day the Employee became a Participant for purposes of Matching or Non-Matching Contributions.

M. EMPLOYMENT COMMENCEMENT DATE. An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

N. MATCHING CONTRIBUTIONS. (Complete 1 and 2 below.)

1. Matching Contributions on Elective Deferrals. (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match ___% of Participant elective deferrals of up to ___% of Compensation.
- c. match ___% of the first \$_____ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.
- e. match an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.a. above.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement. (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match ___% of Mandatory Salary Reduction Contributions for the Participant up to ___% of Compensation.
- c. match ___% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.

- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. *(If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.
4. Pursuant to the vesting schedule in Schedule 1 attached to this Agreement.

Q. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)*

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute:
 - a. an amount fixed by appropriate action of the Employer.
 - b. ___% of Compensation of Participants for the Plan Year.
 - c. \$___ per Participant.
 - d. an amount pursuant to Schedule 2 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.
4. Pursuant to the vesting schedule in Schedule 2 attached to this Agreement.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. FORFEITURES. *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*

1. N/A because all contributions are 100% vested immediately.
2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.

3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.
- X. VESTING COMPUTATION PERIOD.** A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
- Y. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.
- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- EE. DEEMED TRADITIONAL IRA.** The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). *(Check box 1 OR box 2.)* This Participating Employer Agreement as adopted:

1. IS NOT *(if checked continue to II below)*, or

2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: *(If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,

- ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
 - iii. Any employee who is not covered by Social Security.
- b. Contributions: ***(If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):***
- i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
 - ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. ***(If checked continue to JJ below.)***
2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or

subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____% (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: *(Complete box i or box ii below)*:

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: *(Complete box i or ii below)*:

- i. are
- ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.

- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Second Amended and Restated Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER’S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
David H. Lillard, Jr.

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

SECOND AMENDED AND RESTATED PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of Brentwood

Classes of Eligible Employees
Vesting Schedule

Matching Contribution Amount

(1) Participants who are members of the TCRS Legacy Plan through the Participating Employer	Years of Service Less than 2 Years	Match Amount \$0	100% vesting immediately				
	2 or more years	Dollar-for-dollar employer match of a Participant's elective deferrals into either the Participant's 457(b) account or 401(k) account of up to a total of 3% of the Participant's Compensation, excluding overtime, bonuses, lump sum payments, pay supplements and allowances, leave buy-backs, terminal pay, and other miscellaneous pay					
(2) Participants who are members of the TCRS Hybrid Plan for State Employees and Teachers through the Participating Employer	Dollar-for-dollar employer match of a Participant's elective deferrals into either the Participant's 401(k) account or 457(b) account of up to a total of 2% of the Participant's Compensation, excluding overtime, bonuses, lump-sum payments, pay supplements and allowances, leave buy-backs, terminal pay,		<table border="0"> <tr> <td>Years of Service Less than 2 Years</td> <td>Vesting % 0%</td> </tr> <tr> <td>2 or More Years</td> <td>100%</td> </tr> </table>	Years of Service Less than 2 Years	Vesting % 0%	2 or More Years	100%
Years of Service Less than 2 Years	Vesting % 0%						
2 or More Years	100%						



	and other miscellaneous pay	
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SCHEDULE 2

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

SECOND AMENDED AND RESTATED PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of Brentwood

Classes of Eligible Employees
Schedule

Non-Matching Contribution Amount Vesting

Participants who are members of the TCRS Hybrid Plan for State Employees and Teachers through the Participating Employer	5% of Participants' Compensation	100% vesting immediately
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Brentwood City Commission Agenda

Meeting Date: 02/26/2024

Res 2024-19 - Engineering Services Agreement with Hazen for Sewer System Master Planning and Mid-Trunk EQ Storage Facility

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Res 2024-19 - Engineering Services Agreement with Hazen for Sewer System Master Planning and Mid-Trunk EQ Storage Facility.

Background

The purpose of this agenda item is twofold. First, staff is recommending approval of an Engineering Master Services Agreement (MSA) with the firm Hazen and Sawyer (Hazen) for services related to sewer system master planning, sewer system modeling and development-related capacity evaluations. Hazen has provided these services for the City for a number of years, and because of their firm's high degree of competence in providing these services, staff is recommending renewal of the attached MSA with Hazen.

Secondly, a Task Order for engineering services associated with the planned mid-trunk, wet weather, equalization facility (second tank) is proposed to be approved by the City Manager, issued in accordance with the terms of the master services agreement. For reference, engineering services utilized for the first equalization project (storage tank near CPA) were procured in a similar manner.

As you are aware, staff recently publicly solicited statements of qualifications from firms for providing engineering services associated with the Department's planned construction of a mid-trunk, wet weather, equalization (storage) facility. The solicitation requested that firms submit their experience with providing services related to project management, planning, public relations, preliminary design, detailed design, construction administration and project inspection of similar, large scale wet weather, equalization projects. An evaluation team was assembled that included staff members from the Water Services, Engineering, and Administration Departments to evaluate submitted proposals. After evaluation and review of each of the proposals submitted by five area firms, Hazen was selected as the best firm qualified to perform these services.

Hazen has extensive experience with similar sized or larger, wet weather equalization facility projects across the United States, with challenging site considerations equal to those we will find in the Brentwood project. Their resume includes leading the design team for 40+ million gallon storage facilities in both Metro/Nashville and Chattanooga, among numerous other equalization projects. The evaluation team concluded that Hazen was the firm best qualified to team with the City to provide these services. Hazen was notified of the evaluation team's decision and has

subsequently prepared a project scope of work and fee schedule for the City's consideration.

As mentioned above, the scope of work would include: Project Management; Project Planning; Preliminary Design; Detailed Design; Bidding and Construction Administration Services; and Resident Project Representative (Inspection) Services. Hazen has provided a very preliminary estimate of construction to be \$23 million. The engineering services fee is estimated to be \$3.4 million or roughly 15% of construction. This is comparable with projects of this scale and very similar to the engineering fees charged for the City's first equalization project.

Staff recommends approval of the parent agreement, or master services agreement, and associated rate schedule to be applied to task orders subsequently issued under the MSA terms and conditions. The latter will include the task order to move forward with engineering services for the upcoming mid-trunk equalization project. The MSA term is for a period of up to five years, as approved annually by the City Manager, with annual rates permitted to be adjusted equal to the annual CPI.

Should you have any questions, please contact the Water Services Director.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Attachments

Resolution 2024-19

COB Contract # 2024-016

Hazen Task Order, for Mid-trunk EQ Engineering

RESOLUTION 2024-19

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND HAZEN AND SAWYER FOR SEWER SYSTEM MASTER PLANNING AND MID-TRUNK EQ ENGINEERING, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Hazen and Sawyer for sewer system master planning and mid-trunk EQ engineering, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES
between the
CITY OF BRENTWOOD, TN
and
HAZEN AND SAWYER

THIS AGREEMENT, entered into this 11th day of March, 2024 by and between the City of Brentwood, TN (hereinafter called the OWNER) and Hazen and Sawyer, with offices at 545 Mainstream Drive, Suite 320, Nashville, TN 37228 (hereinafter called the ENGINEER).

WHEREAS, the ENGINEER is willing to serve as the OWNER's professional engineering consultant in those assignments to which this Agreement applies, and in such capacity is willing to give consultation and advice to the OWNER during the performance of ENGINEER's services under the terms and conditions of this Agreement, as supplemented by a detailed, written task order signed by the OWNER and the ENGINEER (the "Task Order") for each project authorized (the "Project") under this Agreement.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The work outlined under this Agreement could include planning, design and construction phase services. The specific elements will be according to the detailed scope to be performed and the deliverables to be provided in each Task Order. The Task Orders for all projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof.

ARTICLE II - SERVICES TO BE PERFORMED

The ENGINEER will serve as the OWNER's professional engineering representative for services under which this Agreement applies, and will give consultation and advice to the OWNER during the performance of their services.

OWNER and ENGINEER will agree on the scope, time for performance and basis of compensation for each Task Order. ENGINEER will not be obligated to perform any prospective Task Order work unless and until OWNER and ENGINEER agree as to the particulars of the specific project, ENGINEER's services, ENGINEER's compensation and all other appropriate matters, and until the Task Order is duly executed.

ARTICLE III - SCHEDULE

The work to be performed and the services to be rendered under each Task Order as part of this Agreement shall commence as directed by the OWNER. After authorization from the OWNER to begin work, the tasks shall be completed according to the schedule outlined in each Task Order. If OWNER authorizes changes in the scope or character of the Project, or if ENGINEER's services are delayed through no fault of ENGINEER, then the time of completion and compensation shall be adjusted equitably based upon mutual agreement of parties.

ARTICLE IV - COMPENSATION

For services rendered under Article II and the facilities described in Article I, the ENGINEER shall be reimbursed as either lump sum or time and expense as stipulated in each Task Order, with the terms as follows:

Lump Sum:

1. The amount invoiced each month will be based on an estimate of the percent complete multiplied times the lump sum amount.
2. If the Project timing deviates from the assumed schedule for causes beyond ENGINEER's control, ENGINEER reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

Time and Expense:

1. Each hour of service rendered as a direct charge shall be billed according to the Standard Hourly Billing Rate schedule provided in Exhibit A, which includes overhead for paid time off, holidays, payroll taxes, insurance and pension plan.
2. Mileage costs shall be billed at the ENGINEER'S standard employee reimbursement rate, currently 67 cents per mile. Other travel costs shall be billed at direct cost.
3. Other direct expenses shall be billed at actual cost to the ENGINEER.

4. Work done by others on a subcontract basis shall be billed at actual cost to the ENGINEER, plus ten percent (10%), recognizing the increase in liability insurance premiums and administrative costs.

If Additional Services are necessary as approved by the OWNER, the basis of compensation for the Additional Services rendered shall be performed under a negotiated fee consistent with the terms listed above.

ARTICLE V - PAYMENT

Partial payments shall be made to the ENGINEER monthly as work progresses. Partial payments for services rendered under Lump Sum shall be based on an estimate of the percent complete multiplied times the lump sum amount. Partial payments for services rendered under Time and Expense shall be on the basis of hours charged to the job during the previous month by principals and employees of the ENGINEER plus costs for mileage, travel, subconsultants, and other allowable expenses during the previous month as set forth in Article IV of this Agreement.

The ENGINEER shall submit monthly statements requesting payment, supplemented or accompanied by such supporting data as may be required by the OWNER. The OWNER shall approve or disapprove the ENGINEER'S requests for payment within thirty (30) calendar days after receipt. Upon approval of such payment requests by the OWNER, payment upon properly certified vouchers shall be made within fifteen (15) calendar days to the ENGINEER.

ARTICLE VI - PERSONNEL AND FACILITIES

The ENGINEER now has or will secure at their expense, including subconsultants, all personnel and facilities required to perform the services to be rendered under this Agreement. Such personnel are not employees of the OWNER, nor have they any contractual relationship with the OWNER.

The ENGINEER is authorized to engage subconsultants, including surveyors, to assist in the work included under this contract to the extent such services are included herein.

Compensation to such subcontract professionals or firms for work under this contract will be billed to the OWNER as described under Article IV. No subcontract work is authorized for which the OWNER will incur any costs beyond those agreed upon and set forth in Article IV.

ARTICLE VII - SERVICES PROVIDED BY THE OWNER

It is understood that certain services, as required, will be performed and/or furnished by the OWNER. These services may include the following:

1. Assist the ENGINEER by placing at their disposal all available information pertinent to each Task Order, including previous reports, digital mapping, as-built drawings, and other relative data, such as analysis of samples, property boundaries, easements, rights-of-way and deed restrictions.
2. Assist in gaining access to and making all provisions for the ENGINEER to enter upon public and private property as required for performance of their services described herein.
3. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared by the ENGINEER, obtaining advice of legal counsel and/or such other consultants as the OWNER deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the ENGINEER.
4. Giving prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any problems or changed circumstances in the project.
5. Furnishing the ENGINEER in a timely manner with copies of pertinent correspondence relating to this project which would not have otherwise been delivered to the ENGINEER.
6. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
7. The OWNER shall provide to the ENGINEER such information as is available to the OWNER for rendering of services hereunder. The ENGINEER may rely on the sufficiency of such information.

Insofar as any of the above services are necessary for the ENGINEER'S performance of their obligations under this Agreement, the OWNER shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the ENGINEER in their performance thereof.

ARTICLE VIII - OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER'S opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the CONTRACTOR's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, OWNER may employ an independent cost estimator.

ARTICLE IX - ASSIGNMENT OF AGREEMENT

Neither the OWNER nor the ENGINEER will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it create any rights or benefits to parties other than the OWNER and the ENGINEER, except such other rights as may be specifically called for herein.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the ENGINEER agrees as follows:

1. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or veteran status. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The ENGINEER will, in solicitations or advertisement for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status.

3. In the event of the ENGINEER'S noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or order, this contract may be canceled, terminated, or suspended in whole or in part; and the ENGINEER may be declared ineligible for further OWNER contracts.

ARTICLE XI - TERMINATION OF CONTRACT

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER will be paid for services rendered through the date of such termination, as mutually agreed upon between parties hereto.

In the case of termination under this paragraph, ENGINEER shall have no liability to OWNER on account of such termination except as otherwise provided in the Agreement, provided that ENGINEER shall provide all plans, specifications and other documents, whether fully or partially completed, prepared by ENGINEER in regard to all pending task orders. The ENGINEER does not accept responsibility or liability for partially completed information, including plans, specifications, etc., resulting from such termination.

ARTICLE XII - REUSE OF DOCUMENTS

All documents including drawings and specifications provided or furnished by ENGINEER (or ENGINEER'S Consultants) pursuant to this Agreement are instruments of service in respect of the project, and ENGINEER and ENGINEER'S Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER'S Consultants, as appropriate) whether or not the project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER'S Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S Consultants, and, to the extent permitted by law, OWNER shall indemnify and

hold harmless ENGINEER and ENGINEER'S Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Notwithstanding the foregoing, ENGINEER acknowledges that documents in the custody of OWNER are subject to the public records laws of the State of Tennessee, and ENGINEER will not hold OWNER liable for acts carried out in conjunction with OWNER's good faith efforts to comply with said public records laws.

ARTICLE XIII - STANDARD OF CARE

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER'S Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER'S profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

ARTICLE XIV - INSURANCE

As part of ENGINEER'S overall obligation to protect others, and obligation to indemnify, ENGINEER shall, at its own expense, purchase and maintain, in a company or companies lawfully authorized to do business in the State and in companies satisfactory to the OWNER insurance coverage as specified in this Insurance Article herein. Such insurance shall be maintained until three (3) years after substantial completion of construction (or termination of the contract if construction is not involved) and will protect OWNER and ENGINEER from claims set forth below which may arise out of or result from ENGINEER's operations under this Agreement and for which OWNER may be liable, whether such operations be by ENGINEER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Minimum Coverage. ENGINEER shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies in the State and having a Best's rating of A-VII or higher:

- a. Worker's Compensation as required by all applicable state and federal laws.
- b. Employer's Liability with limits of \$500,000 each accident, \$500,000 Disease (each employee) and \$500,000 Disease (policy limit).
- c. Comprehensive General Liability with minimum limits of \$1,000,000 per occurrence \$1,000,000 aggregate.
- d. Professional Liability with limits of not less than \$1,000,000, per claim and in the aggregate, insuring the professional liability of ENGINEER.
- e. Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of \$1,000,000 combined single limit.

Certificates of insurance, naming OWNER as an additional insured as to the coverage provided under subsections (b), (c), (d) and (e) above, will be provided by ENGINEER to OWNER.

ARTICLE XV - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligent acts or omissions of ENGINEER, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

ARTICLE XVI - APPLICABLE LAW

This Agreement, including but not by way of limiting the interpretation thereof and the rights and remedies of the parties hereunder, shall be governed by the law of the State of Tennessee.

Except as this Agreement otherwise provides, all claims, counterclaims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of, or relating to this contract or the breach of it, will be decided by resort to the court of competent jurisdiction within

the State of Tennessee, unless alternate means of dispute resolution are agreed upon by both parties hereto.

ARTICLE XVII – AGREEMENT TERM

The ENGINEER agrees that the above-described work shall commence on the date of execution of this agreement and agrees to renew this Agreement annually on its anniversary date for up to four additional one-year periods at the request of the Director, with a price increase tied to the Consumer Price Index for Urban Consumers (CPI-U) as reported by the U.S. Bureau of Labor Statistics. After the first anniversary date of this Agreement, it shall be automatically renewed for four additional one-year periods, provided that OWNER may at any time after the first anniversary date terminate this Agreement for any reason by giving ENGINEER 30 days written notice.

ARTICLE XVIII - ENTIRE AGREEMENT

This document and associated Task Orders represent the entire agreement between the OWNER and the ENGINEER and shall not be modified except in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT the day and year indicated herein:

Attest:

CITY OF BRENTWOOD, TN

Witness

BY: _____

Name

Title

Attest:

HAZEN AND SAWYER

Witness

BY: _____

Scott Woodard, P.E.

Vice President

MASTER SERVICES AGREEMENT

FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A

Standard Hourly Billing Rate Schedule

Category	Rate/Hr
Vice President	292
Associate Vice President	275
Senior Associate	264
Associate	231
Sr. Principal Engineer	194
Principal Engineer	175
Engineer	156
Assistant Engineer	150
Water Quality Specialist	195
Sr. Principal Scientist	178
Principal Scientist	153
Scientist	134
Assistant Scientist	120
Sr. Principal Architect	187
Principal Architect	162
Architect	145
Assistant Architect	139
Sr. Hydraulic Modeler	212
Hydraulic Modeler	150
Sr. Principal Designer	200
Principal Designer	171
Senior Designer	140
Designer/Technician	131
Drafter	112
Construction Manager	206
Sr. Field Coordinator	162
Field Coordinator	150
Sr. Field Inspector	156
Field Inspector	133
Administrator	118
Intern/Co-Op	81

CITY OF BRENTWOOD TASK ORDER NO. 1 (MSA 2024)

HAZEN AND SAWYER

CONSULTANT'S SCOPE OF SERVICES

for:

ENGINEERING DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION / INSPECTION FOR MID-TRUNK EQUALIZATION STORAGE IMPROVEMENTS

March 12, 2024

Objective

Engineer will provide Owner with preliminary and detailed design of a new equalization storage (EQ) facility, construction phase administration and resident project representation, facilities commissioning, and closeout as outlined in Owner's *RFQ #2023-RFQ-043*.

The EQ facility will be located in the vicinity of Tower Park. The facility is anticipated to include an 8 mg above ground pre-stressed concrete tank, 8 mgd pump station, and diversion structure constructed on the existing interceptor sewer located on the site. Engineer will perform an analysis of alternatives associated with siting and constructing the new EQ facility. Following completion of analysis of alternatives, Engineer will provide detailed design services based upon the alternatives selected by the Owner.

Assumptions

The surrounding park and recreational amenities will be returned to their original condition as much as possible. The following elements are not currently part of the scope of work.

- Advanced restoration features including design of pavilions, basketball courts, playgrounds, dog parks, gardens, entry features, artwork, buildings, shelters, irrigation systems, or walking trails.
- Pedestrian or vehicular bridges.
- Alternative energy design including geothermal, solar panels, hydroelectric power, wind, etc.

Project Management

Engineer will provide project coordination and management to assure project goals are met, budget is managed, and tasks are completed within the project schedule. Monthly progress meetings will be held to update project status and next steps. Monthly project progress reports will be submitted with each project invoice. Bi-weekly meetings will be held with Owner's PM to cover status and on-going progress of the project. Additional meetings and discussions will occur on an as-needed basis.

QA/QC

Engineer will provide QA/QC services for deliverables prior to each submittal. Engineer will perform QC reviews for the Preliminary Engineering Report and the detailed design deliverables including two discipline coordination reviews (60% and 90% design stage), a constructability review (90% design stage), and a bidding document review (100% design stage).

Risk Register and Decision Log

Engineer will develop and maintain a Risk Register and Decision Log, which will be updated throughout the duration of design development.

Supplemental Data Collection

Engineer may perform or otherwise direct supplemental data collection and field services to support the development of design plans. The services are anticipated to include, but are not limited to, site investigations, topographic survey, geotechnical investigation, and surface/roadway/building conflict reviews. These services are further described in the relevant phases of the project below.

Planning and Preliminary Design

Planning and preliminary design will include work activities related to the development of a Preliminary Engineering Report, which will include consideration of Site/Civil, Process Mechanical, Structural, Odor Control, HVAC, Plumbing, Instrumentation and Controls, Electrical, and Landscaping. Engineer will also prepare 30% design plans and specifications for the new EQ facilities. The following tasks will be conducted as part of this phase:

Site Assessment

Engineer will perform a detailed assessment of the areas identified for the potential project location and identify an optimal location for placement of the new EQ facilities. As part of the site assessment, Engineer will perform or otherwise direct the following evaluations:

- Conceptual Configuration of New Facilities (i.e., tank, pump station, electrical building, and diversion structure)
- Aesthetics and Screening
- Permitting Assessment
- Environmental Assessment
- Flood Zone Evaluation
- Archaeological and Habitat Constraints Assessment
- Geotechnical Investigation

Preliminary Engineering Report

Engineer will prepare a Preliminary Engineering Report (PER) to include the results of the site assessment, environmental impact, alternatives analysis, and explanation of the rationale for selecting the chosen alternative. The PER will be submitted to TDEC by Engineer for its review and approval. The PER will include:

1. The basis of design / criteria to achieve the objectives of the project
2. Design alternatives with planning cost estimates (i.e., above ground, buried, partially buried tank configurations)
3. Hydraulic modeling results with sizing of new facilities and evaluation of proposed operations
4. Preliminary site plan integrating the new facilities into the selected location. Design elements will include:
 - a. EQ tank
 - b. EQ pump station
 - c. Electrical building
 - d. Diversion structure
 - e. Major vaults/structures
 - f. Major site piping
 - g. Gravity and force main alignments
 - h. Facility locations
5. Pertinent field survey of facilities
6. Site assessment findings
7. Information regarding property acquisition
8. Information regarding required permits
9. Preliminary AACE Class 5 cost estimate of recommended alternative
10. List of outstanding issues

30% Design Submittal

Engineer will produce a set of 30% design documents that reflects the selected alternative from the PER. The following elements will be included as part of the 30% design deliverable:

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- Preliminary layout of new facilities
- The preliminary design calculations for major features
- Proposed drawings including the overall layout of major features and pipe profiles
- A list of standard and custom details
- Preliminary list of applicable CSI Division 1 through 48 specifications
- Preliminary list of design plan sheets
- A list of all permits required for the project
- Major utility relocation or proposed roadway relocation requirements
- Geotechnical borings (not to exceed twenty (20))
- Major equipment specifications
- AACE Class 4 Opinion of Probable Construction Costs for the proposed facilities

30% Design Assumptions

- Due to differences in design complexity and potential impact on scope and fee, Engineer assumes the EQ facility will include an above ground pre-cast wire wound tank, submersible pump station with a pump in and gravity out configuration.
- To establish a basis for the design fee, Engineer estimates 172 sheets will be required for the final construction package.

Public Stakeholder Meeting

A workshop will be held with the public at Owner's request to present the selected alternative and solicit feedback from all stakeholders. Comments from this workshop will be considered and accepted changes will be incorporated into the PER and final design.

Detailed Design

60% Design Submittal

Engineer will produce a set of 60% design documents incorporating the comments from the 30% submittal and include the following:

- Site and piping plans
- Schematic flow diagrams
- Process flow diagrams

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- Hydraulic profile
- Structural plans and sections
- Architectural plans and elevations
- HVAC and plumbing plans and schematics
- Electrical plans
- Process instrumentation and control diagrams
- Draft standard details
- Draft specifications including standard and project specific sections
- Draft easement requirements, if necessary
- Geotechnical, archeological and environmental findings and recommendations
- Initial plans for utility relocations, maintenance of traffic and sediment and erosion control
- Preliminary permit application documents
- AACE Class 3 Substantive Opinion of Probable Construction Costs for the proposed facilities. The Engineer shall update the 30% Opinion of Probable Construction Costs for the proposed facilities.
- After the Engineer's inspection of field conditions, verification of the constructability of the proposed improvements and the incorporation of any necessary modifications into the drawings
- A list of all major design-related issues and proposed resolutions

90% Design Submittal

Engineer will produce a set of 90% design documents incorporating the comments from the 60% submittal and include the following:

- Drawings illustrating the complete project including all dimensions, abbreviations, nomenclature, legends and notes from all disciplines
- All equipment schedules
- Technical specifications
- Final permit application and easement acquisition documents

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- AACE Class 2 Definitive Opinion of Probable Construction Costs for the proposed facilities. The Engineer shall update the 60% Opinion of Probable Construction Costs for the proposed facilities.

100% Design Submittal

Engineer will produce a set of 100% design, bid ready documents incorporating the comments from the 90% submittal and include the following:

- TDEC review documents
- Contract drawings
- Contract specifications
- AACE Class 1 Definitive Opinion of Probable Construction Costs for the proposed facilities. The Engineer shall update the 90% Opinion of Probable Construction Costs for the proposed facilities.

Construction Contract Preparation, Bidding and Award Services

Bidding

Engineer will support Owner's efforts during the bidding of project. Engineer assumes Owner will provide communications with bidders, coordinate bidders list, transmit addendums, and provide copies of plans to prospective bidders. Engineer will provide the following support services during the bidding process in coordination with Owner:

- Provide sealed construction plans and technical specifications
- Coordinate development of bid package
- Conduct pre-bid meeting
- Respond to bidder questions with addendums
- Conduct bid opening meeting
- Prepare bid tabulations
- Develop a recommendation of award letter to Owner for lowest responsive bidder
- Coordinate signing of contract documents
- Issue notice to proceed

Construction Administration

Engineer will provide the following Construction Administration (CA) Services based on design documents provided to the low bidding Contractor. Engineer anticipates and assumes the project will require a construction duration of 18 months.

Conformed Documents – Engineer will prepare conformed drawings and specifications based on the addendum documents issued during the bidding process. Engineer will provide the documents to Owner and the Contractor in electronic format. Up to 5 printed copies will be provided to Owner upon request.

Pre-Construction Conference – Engineer will set up the meeting, prepare the agenda for, and conduct the pre-construction conference to include Owner, Contractor, and Engineer. Minutes of the meeting will be prepared and distributed to all attendees by Engineer.

Project Management – Engineer will be responsible for overall project management of the construction observation and office construction administration for the project's duration. Owner's decisions will be communicated by Engineer to the Contractor. The Contractor will be responsible for managing and communicating with all other subcontractors and suppliers working on the project. Engineer will direct the construction observation activities and receive and review all Daily Construction Observation Progress Reports. Engineer will maintain all documentation of project activities on behalf of Owner.

Project Progress and Invoicing – Engineer will provide full oversight and tracking of the engineering services budget and will prepare the monthly project invoice and progress summary.

Preliminary Schedule Review – Engineer will review and generate comments on the Contractor's proposed preliminary project schedule, schedule of values and shop drawing submission schedules. Engineer will assist Owner with discussions with the Contractor related to requirements of the Contract, and sequencing of construction.

Progress Review Meetings – Engineer will schedule, prepare for, attend, and conduct monthly progress meetings to include Owner personnel and the Contractor. These meetings will normally be held on a once-per-month basis. During critical times of construction, meetings may be held every two weeks. Minutes of the meetings will be prepared and distributed to all attendees and key project team members. Engineer will verify that the Contractor is responsive to Owner and/or Engineer concerns expressed during the project, including maintaining the project schedule.

The Contractor will conduct progress meetings with all other Contractors/subcontractors working on the project as required to completely coordinate all construction activities. Engineer will participate in these meetings as requested by the Contractor to provide clarification or to resolve unforeseen conditions or problems.

Shop Drawings and Other Submittal Reviews – Engineer will track, manage, log-in, and update documentation associated with submittals and submittal logs. ProCore® (project controls software) will be utilized to provide project team members with access to logs, reports, agendas, meeting minutes, etc. Engineer will consolidate shop drawing review comments, mark the appropriate number of additional shop drawing copies, and prepare final transmittals for distribution to File, Owner, Contractor, and Engineer. All documentation received and issued will be in an electronic format via ProCore®. Engineer

City of Brentwood Task Order No. 1 – (MSA 2024)

has assumed three hundred (300) submittals will be generated by the Contractor for review and includes up to one resubmittal for each submittal.

Requests for Information (RFIs) and Field Orders – Engineer will receive, review, and respond to RFIs in a timely manner. All RFI's will be reviewed by the Contractor before submitting them to Engineer and will originate with the Contractor. Engineer will provide field orders on an as needed basis. Engineer will provide written responses to RFIs incorporating clarifications of the design intent and Owner decisions where required. Engineer has assumed one hundred (100) RFIs will be generated by the Contractor for review.

Request for Proposals – Engineer will prepare Requests for Proposals (RFPs) for items of work outside of the defined scope of work in the plans and specifications. Such RFPs may be developed for additions to or deletions from the project based on unforeseen conditions and/or Owner requests. All RFPs will be coordinated with the Contractor. Engineer will respond to any questions regarding the RFP to the Contractor. Engineer will evaluate the RFP response including costs or any proposed modifications. Engineer has assumed three (3) RFPs will be generated.

Change Orders – Engineer will review claims and/or proposed modifications and advise Owner on the approach for resolution of the related issues. Engineer will review justification for all claims for modifications to the project cost and/or schedule and develop recommendations to Owner for the fair and equitable resolution of such claims. All claims will originate from the Contractor.

The Contractor will prepare all the change orders with individual Contractors and Engineer will collaborate with Owner to negotiate all claims. Engineer will prepare the overall change orders to the Contractor contract required for the project. Engineer and the Contractor will mutually agree on a format that will be used for all project change orders. Engineer has assumed three (3) change orders will be generated by the Contractor for review.

Punch Lists – Engineer will assist the Resident Project Representative in reviewing the completed work at the intermediate milestones and project substantial and final inspection milestones. The Contractor will prepare a separate punch list that will be resolved before Engineer prepares a punch list. Engineer will develop and manage a final punch list of items for each bid package scope and will assist in resolving punch list items with the Contractor. Engineer will perform follow-up inspections to verify the satisfactory resolution of all punch list items.

Prepare Record Drawings – Using information provided by the Contractor, confirmed by on-site observations, Engineer will provide Record Drawings of the project. Engineer will confirm the validity of the record drawing information provided by the Contractor by using digital photographs and other techniques to provide records of construction details. Record drawings will be furnished in PDF format. Supporting documentation that validates the record drawings will also be provided in electronic format. Engineer will verify and certify that the project has been constructed in accordance with the contract documents.

Certificates of Substantial and Final Completion – Engineer will issue certificates of substantial completion and final completion to the Contractor once Work has been completed to meet the requirements of each.

As Needed Site Inspection and Special Inspection

Engineer will provide as needed site inspection during construction. Inspection services may include site visits by the discipline engineer of record. Engineer will also provide special inspection services as necessary. Services provided under this task will be provided on an as-needed basis using standard hourly rates. Engineer estimates 300 hours for this task.

Resident Project Representative

Engineer will provide Resident Project Representative (RPR) Services during the project's construction. Engineer estimates a total duration of 18 months for 40-hour per week, full-time inspection. Schedule for field observation personnel will be adjusted to minimize overtime. If overtime or additional hours are necessitated by Contractor schedule acceleration, costs will be charged to the Contractor according to the construction Contract requirements.

Engineer will endeavor to provide protection for Owner against defects and deficiencies in the work through observation of the Contractor's work in progress and field check of materials and equipment by the RPR. However, Engineer will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over Contractor's work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor, for safety precautions and programs incident to each Contractor's work in progress, for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are as follows:

General: RPR, as Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to each Contractor's work in progress will in general be with Engineer and Contractor, keeping Owner advised, as necessary. RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. RPR will communicate with Owner with the knowledge of and under the direction of Engineer.

Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by each Contractor and consult with Engineer and Contractor concerning acceptability.

Conferences and Meetings: Attend meetings with each Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings. The RPR will prepare and circulate copies of minutes of meeting between the Contractor and Owner. The Contractor will prepare all other minutes of meetings involving each Contractor.

RPR Liaison Responsibilities: Serve as Engineer's liaison with Contractor, working principally through Contractor's project manager and assist in understanding the intent of the Contract Documents.

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Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by Engineer.

Shop Drawings and Samples: Advise Engineer and Contractor of the commencement of any portion of the work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

Modifications: Consider and evaluate the Contractors suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

Review of work and Rejection of Defective work: Conduct on-site observations of each Contractor's work in progress to assist Engineer in determining if the work is in general proceeding in accordance with the Contract Documents. Report to Engineer whenever RPR believes that any part of each Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents and communicate these deficiencies in writing to the Contractor.

Records: Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to each Contractor, and other Project related documents.

Prepare a daily report or keep a diary or logbook, recording each Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

Maintain detailed records for use in preparing Project documentation. The resident project representative will maintain detailed records of locations of underground construction and deviations from the contract construction drawings for preparation of as-built record drawings by Engineer. These records will be discussed with each Contractor at least monthly to ensure that all locations and deviations are recorded. Upon completion of the work, furnish the original set of all RPR Project documentation to Owner.

Payment Requests: Review Applications for Payment with the Contractor for compliance with the established procedure for their submission, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the Site but not incorporated in the work. Verify the appropriateness of the pay requests, combined sales tax reports, the state of completion of the work and the proper storage and maintenance of stored materials.

Completion: Before Engineer issues a Certificate of Substantial Completion to the Contractor, submit a list of observed items requiring completion or correction. Observe whether the Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the work. Participate in a final inspection in the company of

Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

CA Assumptions:

- Materials testing will be performed by a third party and funded under the selected Contractor's contract under an allowance. This service can be added to Engineer's contract by amendment.

Facility Commissioning and Training

Engineer will review the Contractor's startup plan, including baseline schedule, to verify that Contractor complies with the construction sequencing, constraints and coordination requirements that must be followed to maintain the facility in operation. Engineer will provide startup assistance and training services for the new facilities and equipment supplemented by manufacturer's training on new equipment. All training material will be submitted in electronic format when possible. Training materials will be submitted prior to actual training. Engineer's services will include:

- Coordinate Manufacturer's Training – Effective instruction on new equipment and systems by the manufacturer/supplier is essential for O&M staff to correctly maintain and operate the equipment. Engineer will verify that manufacturer's training is properly delivered and provide the O&M staff with proper instruction.
- Systems Startup and Testing Assistance – Engineer will provide start-up assistance prior to, during, and after startup of each major system. This assistance will include review, coordination, and oversight of the Contractor's startup plan. Prior to conducting the operating performance test, Engineer will review the Contractor's testing plan and provide comments to the Contractor and Owner for review. Following completion of the operations performance test, Engineer will submit a testing report to Owner.

TIME OF COMPLETION

Once a notice-to-proceed (NTP) date has been issued, Engineer will coordinate with Owner to begin. Based on the preliminary schedule, the project is estimated to have a duration through 2026.

COMPENSATION

The Engineer will be compensated based upon the Standard Hourly Rates in the Master Services Agreement executed March 11, 2024.

Based upon the Project Understanding and defined Scope of Services, the estimated fee for Engineer’s services as outlined is \$[] This fee ceiling will not be exceeded without written authorization of Owner.

If the Owner requires additional services related to this project, the work will be compensated based upon the Standard Hourly Rates in the Master Services Agreement at the hourly rate structure established therein. These additional services will only be performed upon written authorization from Owner.

CITY OF BRENTWOOD, TN

HAZEN AND SAWYER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date (NTP): _____

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HAZEN AND SAWYER

EXHIBIT A

Estimated Fee Schedule

Task No.	Task Description	Number of Hours	Fee
1	Project Management	616	\$133,800
2	Planning Studies and PER	1,920	\$391,000
3	Preliminary Design (30%)	1,895	\$450,600
4	Detailed Design (60%, 90%, 100%)	5,997	1,180,000
5	Bidding Services	156	\$37,600
6	CA and RPR Services	6,942	\$1,203,100
	Subtotals	17,526	\$3,396,100
		Hazen Expenses	\$10,000
		Total Fee	\$3,406,100

DRAFT